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LSU BOARD OF SUPERVISORS MEETING

*Board Room, University Administration Building  
3810 West Lakeshore Drive, Baton Rouge, LA 70808  
Friday, September 10, 2021 | 10:00 a.m. CT*

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- I. Call to Order and Roll Call
- II. Invocation and Pledge of Allegiance
- III. Public Comment
- IV. Committee Meetings
  - A. Academic & Research Committee
    1. Request to Amend Board Regulations
    2. Request to Reauthorize the Admissions Policies Related to Standardized Tests for a Limited Term for All LSU Campuses
    3. Request from LSU Health Sciences Center – Shreveport for a Letter of Intent for the Bachelor of Science in Cardiovascular Technology
    4. Request from LSU Health Sciences Center – Shreveport for Approval of Mission Statement
    5. Request from LSU A&M to Establish an Undergraduate Certificate in Construction Management
    6. Request from Pennington Biomedical Research Center for Support of the Renewal Application of the Louisiana Clinical and Translational Science Center for the NIH IDeA Grant
    7. Resolution to Name Court for Dale Brown
    8. Request from LSU A&M to Name the Ochsner Wellness Center in the Huey P. Long Fieldhouse
  - B. Finance Committee
    1. Recommendation to Approve the Fiscal Year 2021-2022 Operating Budget
  - C. Property & Facilities Committee
    1. Request for the Approval of the FY 2022-2023 Five-Year Capital Outlay Budget Request and First Year Prioritized List for Louisiana State University
    2. Request from Pennington Biomedical for Approval of Agreements Related to Development of a Center of Excellence for Bariatric/Metabolic Surgery
  - D. Healthcare & Medical Education Committee
    1. Request for Amendment of Contracts with Ochsner/LSU Health Shreveport Health System
  - E. Athletics Committee
    1. Request from LSU A&M to Approve Contract of Jay Johnson, Baseball Head Coach
    2. Request from LSU A&M to Approve Contract with Rick Bishop, Swimming & Diving Co-Head Coach

*The Board or its Committees may enter into Executive Session in accordance with the provisions of LA R.S. 42:17*

3. Request from LSU A&M to Amend Contract with Dennis Shaver, Track & Field Head Coach
4. Request from LSU Alexandria to Approve the Employment Contract with Harrison Houle, Head Coach of Women's Soccer
- V. Reconvene Board Meeting
- VI. Approval of Minutes from the August 6, 2021 Board Meeting
- VII. Reports to the Board
  - A. LSU Semi-Annual Financial Report for the Six-Month Period Ending June 30, 2021
  - B. Annual Audit Report
- VIII. Reports from Faculty Advisors and Staff Advisors
- IX. President's Report
- X. Approval of Committee Recommendations
- XI. Chair's Report
- XII. Oath of Office for Chair
- XIII. Election and Oath for Chair-Elect
- XIV. Adjournment

*The Board or its Committees may enter into Executive Session in accordance with the provisions of LA R.S. 42:17*



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## Board of Supervisors

### ACADEMIC & RESEARCH COMMITTEE

BOARD OF SUPERVISORS MEETING | SEPTEMBER 10, 2021



## Board of Supervisors

### Request to Amend the Board Regulations

**Date:** September 10, 2021

#### **1. Bylaw Citation**

Pursuant to Article VII, Section 1L

##### L. Other Significant Matters

Such other matters that are not expressly delegated herein or hereafter by the Board to the President or a Chancellor and which reasonably should be considered to require Board approval as generally defined above, or which the Board hereafter determines to require Board approval.

#### **2. Summary of Matter**

The Regulations create that avenue for faculty governance, but allows the creation of more than one representative body. The amendment would create only one representative body which will remain at the choosing of the faculty.

The Regulations will also clarify that the faculty have admissions authority for graduate and professional programs, while the Board will maintain authority over undergraduate admissions requirements. This is the current custom and this action only codifies the action.

It is also proposed that the annual financial reports fulfill the obligation for a semi-annual financial report. The semi-annual report was meant to provide the Board with a financial status report half-way through the year. The lack of clarity on the Regulation required the staff to provide a six-month report at the same time they were compiling the final financial statements. This duplicative report provided incomplete information on half of the year, when the full-year report was also available.

#### **3. Review of Business Plan**

N/A

#### **4. Fiscal Impact**

None.

#### **5. Description of Competitive Process**

N/A

**6. Review of Legal Documents**

None.

**7. Parties of Interest**

N/A

**8. Related Transactions**

N/A

**9. Conflicts of Interest**

None.

**10. Attachment**

- I. Regulations Amendment 20210910-Redline

**RESOLUTION**

**NOW THEREFORE BE IT RESOLVED**, the Board of Supervisors of Louisiana State University and Agricultural and Mechanical Colleges does hereby amend Article I, Section 2 of the Regulations to read:

**ARTICLE I. ACADEMIC AND ADMINISTRATIVE ORGANIZATION**

Section 2. Academic Organizational Units

- A. The Faculty of the University  
The faculty of the University shall consist of the faculties of the several campuses as defined below (Sec. 2B). The President and the academic officers of the University shall be members of the University faculty and the former shall be its highest officer.
- B. The Faculties of the Several Campuses
  - 1. **Membership.** Full-time members of the academic staff having the rank of Instructor or higher (or equivalent ranks) shall constitute the faculty of the campus on which they are appointed. As a class, part-time members of the academic staff having the rank of Instructor or higher (or equivalent ranks) may be enfranchised to the degree deemed appropriate by the faculties of the several campuses.
  - 2. **Duties.** Under the Constitution of the State of Louisiana, the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College has the authority to

organize and manage the university. The Board authorizes the general body of the faculty, or its representative body, to establish curricula, fix standards of instruction, determine requirements for degrees, make recommendations for the granting of degrees through its respective colleges or schools not within a college and generally determine educational policy, subject to the authority of the Board. Except as otherwise provided, each faculty shall establish its own educational policies. The Board authorizes the faculty to establish admissions criteria for graduate and professional programs, however, standards for undergraduate admission to the University shall be approved by the Board.

3. **Faculty Representative Body.** Except as otherwise provided, the faculty of each campus shall establish its own governance policies. The faculty may establish one representative body, such as a Senate or committee, to represent the will of the faculty and exercise legislative power to conduct its own meetings and fulfill the duties of the faculty. The Board, the President, and the Chancellors will rely on those elected representative bodies as the voice of the general faculty. Any action a faculty representative body which, in the judgment of the Chancellor, or of the President, is administrative or which seriously affects the interests of faculty of the University or of the University itself, may be suspended by the President and such action shall be reported to the Board at its next meeting. All questions of jurisdiction among colleges, schools not within colleges, or divisions shall be determined by the Chancellor, or, for LSU or in inter-campus situations, by the President.
4. **Meetings.** Each faculty, or its representative body, shall meet at least once each academic year. For the purpose of replacing or reconstituting the representative body, a meeting of the general faculty for that purpose may be called at the request of the President as chair or of the Chancellor of the campus or, for LSU, the President's designee, as vice-chair, or upon the written request of 50 members or 20 percent of the membership, whichever is the fewer. The written request must be received within a 14-day period from the time of original solicitation. At least five days notice of meeting shall be given. It shall be the prerogative of the President to preside; otherwise, the Chancellor of the campus or, for LSU, the President's designee, will preside.

Minutes of all actions taken by the representative bodies, together with appropriate recommendations of the major administrative officer concerned, shall be reported to the President. The President may then refer any such action on academic matters of general University concern to the appropriate council, or a committee thereof, for consideration.

1. **Quorum.** Not less than 25 percent of the membership of the faculty or Faculty Council shall be necessary to constitute a quorum, provided, however, that any faculty or Faculty Council (at a meeting at which a quorum of 25 percent of the members is present) may, by majority vote, establish a higher percentage of the membership as a quorum for future meetings.

BE IT FURTHER RESOLVED, the Board does hereby amend Article V, Section 12B of the Regulations approved on August 6, 2021 to read:  
Article V, Section 12

- a. Consolidated Financial Report (the annual financial report shall suffice as the report for the second-half of the year)

**NOW BE IT FURTHER RESOLVED**, the revised Regulation adopted on September 10, 2021 will be effective on September 13, 2021.

**BE IT FURTHER RESOLVED**, the Secretary is authorized to make technical adjustments for the appropriate and accurate codification of these Rules and Regulations.

# REGULATIONS OF THE BOARD OF SUPERVISORS

## ARTICLE I. ACADEMIC AND ADMINISTRATIVE ORGANIZATION

### Section 1. Order of Communications and Reports

The official recommendations and communications of any member of the academic or nonacademic staff shall be sent through channels to the appropriate officer. An administrative officer shall, when so requested, promptly transmit any such recommendations or communications, with the officer's own comments and recommendations thereon, to the next higher office.

### Section 2. Academic Organizational Units

#### A. The Faculty of the University

The faculty of the University shall consist of the faculties of the several campuses as defined below (Sec. 2B). The President and the academic officers of the University shall be members of the University faculty and the former shall be its highest officer.

#### B. The Faculties of the Several Campuses

1. **Membership.** Full-time members of the academic staff having the rank of Instructor or higher (or equivalent ranks<sup>1</sup>) shall constitute the faculty of the campus on which they are appointed. ~~The faculty may organize itself into a Faculty Council which shall include all full time members of the faculty and members of the Administrative Council (see sec. 1-3.1).~~ As a class, part-time members of the academic staff having the rank of Instructor or higher (or equivalent ranks) may be enfranchised to the degree deemed appropriate by the faculties of the several campuses. ~~Members of the Administrative Council, not holding academic rank, shall be non-voting members of the Faculty Council.~~
2. **Duties.** ~~Under the Constitution of the State of Louisiana, the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College has the authority to organize and manage the university. The Board authorizes the general body of the –faculty, or its representative body, Faculty Council<sup>2</sup>– shall to~~ establish curricula, fix standards of instruction, determine requirements for degrees, make recommendations for the granting of degrees through its respective colleges or schools not within a college and generally determine educational policy, subject to the authority of the Board. Except as otherwise provided, each faculty shall establish its own educational policies. ~~It shall, within the framework of the educational policy of the University, have legislative power over all matters pertaining to its own meetings and may delegate its own authority to an elected Senate and/or to standing committees, whose authority shall be limited to matters which are proper to the faculty and which have been specifically delegated by the faculty. It shall make recommendations for the granting of degrees through its respective colleges or schools not within a college.~~ The Board authorizes the faculty to establish admissions criteria for graduate and professional programs, however, standards for undergraduate admission to the University shall be approved by the Board.

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<sup>1</sup>See Section 2-6.

~~<sup>2</sup>The terms "faculty" and "Faculty Council" are used interchangeably in this Section (2).~~



3. **Faculty Representative Body.** Except as otherwise provided, the faculty of each campus shall establish its own governance policies. The faculty may establish one representative body, such as a Senate or committee, to represent the will of the faculty and exercise legislative power to conduct its own meetings and fulfill the duties of the faculty. The Board, the President, and the Chancellors will rely on those elected representative bodies as the voice of the general faculty. ~~Actions.—Any action of a faculty or Faculty Council which a faculty representative body which,~~ in the judgment of the Chancellor, or of the President, is administrative or which seriously affects the interests of another faculty of the University or of the University itself, may be suspended by the President and such action shall be reported to the Board at its next meeting. All questions of jurisdiction among colleges, schools not within colleges, or divisions shall be determined by the Chancellor, or, for LSU or in inter-campus situations, by the President.

~~a. Minutes of all actions taken by the faculties or Faculty Councils, together with appropriate recommendations of the major administrative officer concerned, shall be reported to the President. The President may then refer any such action on academic matters of general University concern to the appropriate council, or a committee thereof, for consideration.~~

4. **Meetings.** Each faculty, ~~or its representative body, or Faculty Council~~ shall meet at least once each academic year. For the purpose of replacing or reconstituting the representative body, a meeting of the general faculty for that purpose may be called at the call request of the President as chair or of the Chancellor of the campus or, for LSU, the President's designee, as vice-chair, or upon the written request of 50 members or 20 percent of the membership, whichever is the smaller number fewer. The written request must be received within a 14-day period from the time of the original solicitation. At least five days notice of meeting shall be given. It shall be the prerogative of the President to preside; otherwise, the Chancellor of the campus or, for LSU, the President's designee, will preside.

Minutes of all actions taken by the representative bodies, together with appropriate recommendations of the major administrative officer concerned, shall be reported to the President. The President may then refer any such action on academic matters of general University concern to the appropriate council, or a committee thereof, for consideration.

5. **Quorum.** Not less than 25 percent of the membership of the faculty or Faculty Council shall be necessary to constitute a quorum, provided, however, that any faculty or Faculty Council (at a meeting at which a quorum of 25 percent of the members is present) may, by majority vote, establish a higher percentage of the membership as a quorum for future meetings.



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## Board of Supervisors

### **Request to Reauthorize the Admissions Policies Related to Standardized Tests for a Limited Term for all LSU Campuses**

**Date:** September 10, 2021

#### **1. Bylaw Citation**

Pursuant to Article VII, Section 1, Paragraph A of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

##### **L. Other Significant Matters**

Such other matters that are not expressly delegated herein or hereafter by the Board to the President or a Chancellor and which reasonably should be considered to require Board approval as generally defined above, or which the Board hereafter determines to require Board approval.

#### **2. Summary of Matter**

On Dec. 4, 2020, the Board of Supervisors approved a resolution to allow campuses to temporarily suspend a requirement for standardized test scores. At the time, COVID prevented standardized test administrators from giving the tests at the scheduled time and/or in sufficient facilities.

It is currently not known how test administrators will cope with the Delta strain of COVID and make provisions for the administration of exams. The LSU campuses are now accepting applications for the 2022-23 entering classes, and students should be aware of the documentation requirements for admissions.

The proposed authority would only apply to students applying for admission in academic terms that start during the 2022-23 academic year.

#### **3. Review of Business Plan**

Not applicable

#### **4. Fiscal Impact**

Not applicable

#### **5. Description of Competitive Process**

Not Applicable

#### **6. Review of Legal Documents**

Not applicable

#### **7. Parties of Interest**

Not Applicable

**8. Related Transactions**

Not Applicable

**9. Conflicts of Interest**

Not Applicable

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College (the "Board") does hereby approve the extension of the authorization to remove the requirement of a standardized test score to apply to terms and sessions starting in Academic Year 2022-23 for all LSU campuses.



## Board of Supervisors

### Request from LSU Health Sciences Center – Shreveport for a Letter of Intent for the Bachelor of Science in Cardiovascular Technology

**Date:** September 10, 2021

#### 1. Bylaw Citation

Pursuant to Article VII, Section 1, Paragraph A of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

- I. Any new academic degree program

#### 2. Summary of Matter

LSU Health Sciences Center - Shreveport is requesting approval for a Letter of Intent for the Bachelor of Sciences in Cardiovascular Technology.

The purpose of the BS in Cardiovascular Technology at LSU Health Shreveport is to prepare students to work side-by-side with interventional cardiologists to assist in the diagnosis and treatment of cardiovascular disease. This program will provide students with the latest training required to assist in cardiac and peripheral catheterization. Graduates will be able to sit for the national board exam administered by Cardiovascular Credentialing International (CCI) and earn the Registered Cardiovascular Invasive Specialist credential (RCIS). The Society of Cardiovascular Angiography and Interventions (SCAI) recently updated the best practices for the cardiac catheterization lab to include this RCIS requirement. Graduates will also be trained to work with cardiologists, cardiovascular nurses, and other highly skilled healthcare specialists to perform sophisticated tests to assist with diagnosis of cardiac disorders.

The most common type of heart disease in the United States is coronary artery disease. Narrowing of the blood vessels in the heart can lead to disruptions in blood flow, which can cause a heart attack. There was a 4.8% increase in deaths arising from heart disease from 2019-2020, which was the largest increase in deaths since 2012. Qualified technologists are still needed to assist with definitive diagnoses and therapeutic interventions. As baby-boomers age, there will be an increased need to both diagnose and treat cardiovascular disease. According to the U.S. Bureau of Labor Statistics, overall employment is expected to grow 12% for diagnostic medical sonographers and cardiovascular technologists from 2019-2029, faster than average for all occupations. A similar trend in employment will occur in Louisiana.

This program will be a unique offering in Louisiana and in the Southern region—as it will offer both invasive and noninvasive cardio technology training while being accredited by the Commission on Accreditation of Allied Health Programs (CAAHEP) - a prerequisite to qualify for the RCIS examination. LSU in Alexandria offers a BS in Health Professions with the following areas of concentration: Cardiovascular Technology, Cardiac Devices Sales and Marketing, and Medical Imaging. The BS in Cardiovascular Sonography program offered at Louisiana State University Health Sciences Center (LSUHSC) in New Orleans is accredited by CAAHEP. Students in this program receive education and training in adult echocardiography and vascular technology. The proposed BS in Cardiovascular Technology differs from these programs because it encompasses three of the five specialty areas in the field of Cardiovascular

Technology in one degree: invasive cardiovascular technology, noninvasive vascular technology, and adult echocardiography.

LSU Health Shreveport surveyed Massachusetts General, Columbia University Irving Medical Center, Duke University Hospital, and Cleveland Clinic – all of which are leading catheterization labs. They responded that there was an immense need for trained cardiovascular technicians and echocardiographers. Expected enrollment is 8 students in the first year, increasing by two students each year, receiving 14 students by Year Four.

### **3. Review of Business Plan**

The proposed program will be housed on the LSU Health Shreveport campus in the School of Allied Health Professions within the Department of Cardiopulmonary Science and would fall under the umbrella of the current and established Cardiopulmonary Science Program and the applicable administrative structure. The Cardiopulmonary Science (CPS) Program at LSU Health Shreveport has a long-standing history of success with established relationships among multiple key healthcare entities throughout Northwest Louisiana. Additionally, a multiplicity of clinical contracts and the reputation of the CPS Program are established. The core faculty for the proposed program have a variety of clinical backgrounds, expertise, and specialty training and credentials.

### **4. Fiscal Impact**

This program would be initiated primarily within the existing resources available to the School of Allied Health Professions at LSU Health Shreveport, including faculty, space, teaching, and equipment. In the first year, up to 8 students are expected to enroll and from the tuition revenue, the program will pay teaching stipends to existing faculty for the additional course responsibilities (\$65,000 annually). They will also recruit a full-time FTE (\$100,000) as Program Director in year one, which will also come from tuition revenue and shared partnership with the Department of Medicine. It is anticipated that costs related to travel for scholarly dissemination according to faculty and student needs will be funded by the tuition revenue and shared partnership with the Department of Medicine.

The CPS program administration will also be seeking accreditation by the Commission on Accreditation of Allied Health Programs (CAAHEP), which is an approved accrediting body by the Council on Higher Education Accreditation (CHEA), and one that the cardiovascular credentialing authority recognizes and requires for students to qualify for the RCIS credentialing exam. The School of Medicine along with the tuition and fee revenue for the proposed program will cover the accreditation fees.

### **5. Description of Competitive Process**

Not Applicable

### **6. Review of Legal Documents**

Not Applicable

**7. Parties of Interest**

Not Applicable

**8. Related Transactions**

Not Applicable

**9. Conflicts of Interest**

Not Applicable

**10. Attachments**

Not Applicable

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Health Sciences Center - Shreveport for a Letter of Intent for the Bachelor of Science in Cardiovascular Technology.



## Board of Supervisors

### Request from LSU Health Sciences Center - Shreveport for Approval of Revised Mission Statement

**Date:** September 10, 2021

#### 1. Bylaw Citation

Pursuant to Article VII, Section 1, Paragraph A of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

- A. Any matter having a significant or long-term impact, directly or indirectly, on the finances or the academic, educational, research, and service missions of the University or any of its campuses.

#### 2. Summary of Matter

All of LSU's degree-granting campuses are accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC). Accreditation by SACSCOC

"signifies that the institution (1) has a mission appropriate to higher education, (2) has resources, programs, and services sufficient to accomplish and sustain that mission, and (3) maintains clearly specified educational objectives that are consistent with its mission and appropriate to the degrees it offers, and that indicate whether it is successful in achieving its stated objectives."

SACSCOC requires institutions to meet thresholds of specific characteristics to maintain accreditation. Specifically, Core Requirements 2.4 requires that, "*The institution has a clearly defined and published mission statement specific to the institution and appropriate to an institution of higher education, addressing teaching and learning and, where applicable, research and public service.*" Comprehensive Standard 3.1 also requires that, "*The institution has a clear and comprehensive mission statement that guides it; is approved by the governing board; is periodically reviewed by the board; and is communicated to the institution's constituencies.*"

#### CURRENT MISSION STATEMENT

*The primary mission of Louisiana State University Health Shreveport is to TEACH, HEAL and DISCOVER in order to advance the well being of the region and beyond. LSU Health Shreveport encompasses the Schools of Medicine, Graduate Studies, and Allied Health Professions in Shreveport. In implementing its mission, LSU Health Shreveport is committed to:*

- *Educating physicians, basic scientists, residents, fellows and allied health professionals based on state-of-the-art curricula, methods, and facilities, preparing students for careers in health care service, teaching or research.*
- *Providing state-of-the-art clinical care, including a range of tertiary special services, to an enlarging and diverse regional base of patients.*
- *Achieving distinction and international recognition for basic science and clinical research*

- programs that contribute to the body of knowledge and practice in science and medicine.*
- *Supporting the region and the State in economic growth and prosperity by utilizing research and knowledge to engage in productive partnerships with the private sector.*
- *Fostering a culture of diversity and inclusion that promotes mutual respect for all.*

LSU Health Sciences Center-Shreveport requests and approval of their revised mission statement. The core areas in which the institution is committed are equivalent to the previous mission statement, but are now stated in more concise, concrete phrases.

## **REVISED MISSION STATEMENT**

*The primary mission of Louisiana State University Health Sciences Center at Shreveport (LSUHSC-S) is to TEACH, HEAL and DISCOVER, in order to advance the well-being of the State, region, and beyond. LSUHSC-S encompasses the Schools of Medicine, Graduate Studies and Allied Health Professions in Shreveport.*

*To implement its mission, LSUHSC-S is committed to:*

- *Prepare learners for careers in health care service, teaching and research using state-of-the-art curricula, methods, and facilities.*
- *Provide a growing, diverse regional patient population with state-of-the-art clinical care, including a range of tertiary special services.*
- *Achieve distinction and international recognition for basic science and clinical research programs that contribute to the body of knowledge and practice of science and medicine.*
- *Utilize research and knowledge to support economic growth and prosperity of the region and State by engaging in productive partnerships with the private sector.*
- *Foster a culture of diversity and inclusion that promotes mutual respect for all.*

Along with the revised mission statement, LSU Health Sciences Center – Shreveport has revised their vision statement and core values to provide strategic direction for the institutional mission.

### **3. Review of Business Plan**

Not applicable

### **4. Fiscal Impact**

Not applicable

### **5. Description of Competitive Process**

Not Applicable

### **6. Review of Legal Documents**

LSU Health Sciences Center - Shreveport's mission statement from Interim Chancellor Lewis is on file in the Office of Academic Affairs.

### **7. Parties of Interest**

Not Applicable

### **8. Related Transactions**

Not Applicable

### **9. Conflicts of Interest**

Not Applicable



## RESOLUTION

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the revised mission statement from LSU Health Sciences Center – Shreveport to be as follows:

The primary mission of Louisiana State University Health Sciences Center at Shreveport (LSUHSC-S) is to TEACH, HEAL and DISCOVER, in order to advance the well-being of the State, region, and beyond. LSUHSC-S encompasses the Schools of Medicine, Graduate Studies and Allied Health Professions in Shreveport.

To implement its mission, LSUHSC-S is committed to:

- Prepare learners for careers in health care service, teaching and research using state-of-the-art curricula, methods, and facilities.
- Provide a growing, diverse regional patient population with state-of-the-art clinical care, including a range of tertiary special services.
- Achieve distinction and international recognition for basic science and clinical research programs that contribute to the body of knowledge and practice of science and medicine.
- Utilize research and knowledge to support economic growth and prosperity of the region and State by engaging in productive partnerships with the private sector.
- Foster a culture of diversity and inclusion that promotes mutual respect for all.



## Board of Supervisors

### Request from LSU A&M to Establish an Undergraduate Certificate in Construction Management

**Date:** September 10, 2021

#### 1. Bylaw Citation

Pursuant to Article VII, Section 1, Paragraph A of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

- I. Any new academic degree program

#### 2. Summary of Matter

LSU A&M is requesting approval to establish an undergraduate certificate in Construction Management.

The Undergraduate Certificate in Construction Management (CM) will be conferred upon students who demonstrate work of high merit that entails scholarship and outstanding academic achievement through eight online fundamental Construction Management courses specifically designed for online delivery. Students who complete the requirements will acquire the basic skills of a construction manager in industry. This program helps to prepare individuals who want to take the American Institute of Constructors (AIC) Associate Constructor Level I Exam (if they have enough qualifying work experience to take the exam). Since this program is designed for a student without a college degree, it would target high school students, skilled craftsman, military, or those looking for a career change. These courses can also be transferred into the online Bachelor of Science in Construction Management if the students meet senior college admission criteria.

According to the American Council for Construction Education (ACCE), accredited construction programs in the US produce only 5,000 - 6,000 CM graduates annually. Demand for construction managers will continue to grow over the next decade. The 2005, 2008, 2012, and 2020 hurricane seasons created natural disasters of enormous proportions, and the long-term impacts on Louisiana are still unknown. Of particular interest is the impact on the construction industry, as this industry has been vital to the successful rebuilding and rehabilitation of the city of New Orleans, Lake Charles, and the other coastal regions damaged by the storms. By some estimates, 10 to 20 years of construction will be needed to restore the Louisiana communities. In fact, today even in a weak economy, the LSU A&M undergraduates generally have at minimum one job opportunity. During a strong economy, graduates have 2 to 3 job opportunities. Hence, the growth in the industry demands technical construction managers that can oversee this construction effort. Louisiana has a strong construction background and today 9 of the top 400 US construction companies are Louisiana companies.

There are no similar online undergraduate certificate programs in Louisiana outside of LSU's Post-Baccalaureate Certificate in Construction Management (CCM). The CCM was designed in 2014 to accommodate high level career change students that already had an undergraduate degree and can easily grasp more complex topics. This program incorporates math and physics so the graduates have a better understanding of structural and building system designs. In contrast, the proposed undergraduate certificate is developed for those without a college degree

so they will be able to successfully utilize basic construction management principles when entering the workforce. It is anticipated they would be entry level or beginners when hired by a construction firm.

Estimated number of enrollees is based on expressed industry interest and the post-baccalaureate certificate program housed in LSU's Department of Construction Management. Conservatively, enrollment is estimated between 20 - 30 students within the first year. Effective marketing by LSU Online should grow the program by 20 - 25 students per year, if not more. By the end of the fifth year, it is anticipated the enrollment number would be around 100 - 125 students.

### **3. Review of Business Plan**

The courses that are proposed for the Undergraduate Certificate in CM are currently being taught by CM faculty in either the online Bachelor of Science in CM or the Post Baccalaureate Certificate in CM. No additional faculty, facilities, equipment or library resources will be required. The Bert S. Turner Department of Construction Management in the College of Engineering will deliver and oversee the proposed program.

### **4. Fiscal Impact**

Two graduate teaching assistants will be assigned as needed to help with the increased course enrollments. In addition, 1.0 FTE will be allocated for administrative and advising staff. As this is 100% online, the teaching will be paid through additional compensation or with adjuncts (\$7,000 per course). The fee structure would be similar to the existing online Bachelor of Science in Construction Management. Total expenses (\$268K) a year is easily covered by the tuition and fee revenue of expected enrollment a year (\$288K, increasing to \$1.2M).

### **5. Description of Competitive Process**

Not Applicable

### **6. Review of Legal Documents**

Not Applicable

### **7. Parties of Interest**

Not Applicable

### **8. Related Transactions**

Not Applicable

### **9. Conflicts of Interest**

Not Applicable

10. Attachments

Not Applicable

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M to establish an Undergraduate Certificate in Construction Management.



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## Board of Supervisors

### Request from Pennington Biomedical Research Center for Support of the Renewal Application of the Louisiana Clinical and Translational Science Center for the NIH IDeA Grant

**Date:** September 10, 2021

#### 1. Bylaw Citation

Pursuant to Article VII, Section 1L

##### L. Other Significant Matters

Such other matters that are not expressly delegated herein or hereafter by the Board to the President or a Chancellor and which reasonably should be considered to require Board approval as generally defined above, or which the Board hereafter determines to require Board approval.

#### 2. Summary of Matter

Pennington Biomedical Research Center (PBRC) is the lead institution in the Louisiana Clinical and Translational Science Center (LA CaTS), a multi-institutional entity supported by a National Institutes of Health (NIH) Institutional Development Award (IDeA) grant. The grant was first awarded in 2012 and continues to foster health-related research serving unique population. Additionally, the participation of the members of the LSU family, the collaboration also includes Tulane University, Children's Medical Center, Xavier University of Louisiana, and the Southeast Louisiana Veterans Health Care System.

There have been numerous successes over the life of LA CaTS such as coalescing a critical mass of investigators, providing and sharing existing infrastructure, creating the mechanism to develop more clinical translational research infrastructure statewide while making essential biomedical informatics accessible to investigators statewide. Other achievements include creating a uniform, systematic approach to conduct clinical trials using a linked clinical research resource network with increased numbers and diversity in clinical research participation rates; implementing a systemwide bio-statistical support network as well as a highly functional center-wide bioinformatics resource; implementing facilitated IRB review (IRB Share/IRB Choice) across all institutions, a hallmark accomplishment given that no facilitated review existed between any of the institutions prior to the LA CaTS Center; implementing a highly successful Pilot grants program that has generated statewide multi-disciplinary, multi-institutional projects focused on care and research of the most prevalent chronic diseases of the state; implementing health literacy research and education at statewide and national levels to aid investigators in successfully interacting with and recruiting participants from our most high risk and vulnerable population, and assisting with Louisiana's Medicaid expansion; and implementing a single clinical research educational program across the LA CaTS Center member campuses. To date, LA

CaTS has provided an avenue for about \$210 million in extramural funding to flow into Louisiana and generating more than 1,000 publication and recruitment of diverse study populations.

Through this resolution, the LSU Board would be demonstrating its continued advocacy for the program as PBRC seeks a renewal of LA CaTS. The proposal is for a 5-year grant with anticipated expenditures of \$20 million.

**3. Review of Business Plan**

N/A

**4. Fiscal Impact**

\$20 million over five years to the collaboration partners and requires the customary institutional support arrangements.

**5. Description of Competitive Process**

NIH IDeA determines the competitive award process.

**6. Review of Legal Documents**

None.

**7. Parties of Interest**

Pennington Biomedical Research Center (lead) with prime collaborators being LSU Health New Orleans and Tulane Health Sciences Center – complemented by research partners including LSU Health Shreveport, LSU A&M, Xavier University of Louisiana, Children’s Hospital of New Orleans, Southeast LA Veterans Health Care System, University Medical Center, Ochsner Health System and LSU Health New Orleans School of Dentistry.

**8. Related Transactions**

N/A

**9. Conflicts of Interest**

None.

**10. Attachments**

- I. 2021 LA CaTS Overview

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College (the “Board”) does hereby declare that it recognizes and supports the collective efforts of the institutions of the Louisiana State University institutions that are collaborating in the Louisiana Clinical and Translational Science Center and encourages those

collaboration with other Louisiana higher education institutions engaged in clinical and translational research; and,

**BE IT FURTHER RESOLVED**, that the Board of Supervisors of the Louisiana State University and Agricultural and Mechanical College recognizes the Louisiana Clinical and Translational Science Center at Pennington Biomedical Research Center to be the lead institution for the award of a National Institutes of Health IDeA Clinical and Translational Research Center.

The Louisiana Clinical and Translational Science (LA CaTS) Center combines 10 major Louisiana academic, research and health care delivery institutions into a unified research infrastructure, collectively “addressing health disparities and improving health outcomes in our underserved population with chronic diseases”.

The core of the **LA CaTS Center** comprises three primary collaborating Institutions – Pennington Biomedical Research Center (Lead), LSU Health-New Orleans, Tulane Health Sciences Center—complemented by strong research partners including the Louisiana State University Health in Shreveport, Xavier University of Louisiana, Children’s Hospital of New Orleans, Louisiana State University A&M College, Southeast LA Veterans Health Care System, University Medical Center, Ochsner Health System and LSU Health-NO School of Dentistry.



Four important *Specific Aims* for the LA CaTS Center over the next 5 years:

**Aim 1: Strengthen the collaborative infrastructure that supports clinical and translational research in Louisiana.**

We have successfully integrated and will continue to expand clinical and translational research activities between the current members of our consortium and will now extend our impact by fully integrating the strengths, diversity, and resources of the Southeast Louisiana Veterans Healthcare System (SLVHCS), University Medical Center in New Orleans (a >\$1.2 billion state-of-the-art facility that replaced Charity Hospital), and Ochsner Health System.

**Aim 2: Provide additional and coordinated services for successful completion of clinical and translational research both within and across LA CaTS institutions.**

LA CaTS already provides a comprehensive, systematic, and uniform infrastructure that supports all aspects of the clinical and translational research enterprise, from professional education to community engagement, biostatistics, bioinformatics, and health literacy across the entire system. We will expand the use of facilitated IRB review by implementing IRB reliance models as part of our statewide network and implement an innovative precision medicine and precision nutrition initiative, focused on health disparities, that is accessible, understandable, and acceptable to our vulnerable and underserved communities.

**Aim 3: Increase the critical mass of investigators performing clinical and translational research and provide for growth in multi-disciplinary and multi-institutional projects addressing disparities and improving health outcomes.**

We are successfully creating a new generation of young scientists trained in clinical and translational research with our Roadmap Scholars program. We will expand training in the clinical and translational education program and the pilot project program to include all new LA CaTS sites.

**Aim 4: Enhance and grow bi-directional relationships with our communities and inner city and rural safety net clinics to increase health literacy, increase participation in research trials, address disparities and understand barriers to preventive medicine initiatives and chronic disease management.**

This is a major growth component for the next five years. We will expand Community Engagement Boards more broadly across the state, expand our Community Scholars program; and collaborate with Federally Qualified Health Centers and rural-clinic providers to culturally fine tune research approaches to promote patient recruitment and retention in clinical research and specifically address disparities and social determinants of health.

Ten Key Component Activities identified to achieve these Specific Aims:

1. **Clinical and Translational Pilot Grants Program**, supported by significant institutional resources, to accomplish pilot, multi-institutional and novel methodological research;
2. **Professional Development Core** to promote work force development (scientists, clinicians, and trained professional staff and leaders) essential for continuation and growth of Louisiana’s clinical and translational research base;
3. **Biostatistics & Epidemiology Core** to aid clinical investigators and support LA CaTS Center-sponsored research;
4. **Tracking & Evaluation Core** to systematically measure achievement of the LA CaTS Center mission;
5. **Clinical Research Resources** to provide a unified infrastructure for clinical research units sites throughout the state;
6. **Community Engagement & Outreach Resource** to ensure meaningful community involvement in the LA CaTS Center initiatives;
7. **Ethics and Regulatory Knowledge Resource** to streamline existing ethics & regulatory processes among institutions;
8. **Biomedical Informatics Core** facilitates health outcomes research and recruitment through existing data sources;
9. **Health Literacy Core** to address the unique needs of our populations; and
10. **Cyberinfrastructure Enhancement Core** to facilitate communications among the Center and support educational efforts



The **LA CaTS Center** has been successful in aligning priorities and committing resources of the major biomedical institutions of the state by growing a single clinical and translational science program for Louisiana. We provide a unified, coordinated system to approach and conduct clinical trials that addresses issues on a statewide level.

The overarching objective of the LA CaTS Center is to shift clinical and translational research efforts of our region away from the *status quo* where institutions operate in isolation pursuing discrete institutional missions toward a cohesive, mutually beneficial enterprise supportive of clinical and translational research without abandoning institutional missions. Our progress is unprecedented.

**Major accomplishments over the past two funding cycles include:**

- 1) Securing more than **\$210 million in extramural grant awards for Louisiana** – approximately \$150 million in NIH awards;
- 2) Contributing more than **1,000 publications** and **750 competitive scientific presentations**;
- 3) **Expansion & engagement of new partners & resources.** Example: expansion of BMI Core collaboration access to clinical data from across the state and creation of virtual cohorts (e.g., breast cancer, diabetes, HIV, COVID-19), now being used in LA CaTS Center pilot projects, Roadmap Scholars projects and multiple NIH grant applications;
- 4) **Recruiting diverse study population (~40% ethnic minority)** for the statewide network of Clinical Trial Units (CTUs).
- 5) **Highly Engaged Community Advisory Boards (CAB)** – headquartered in the New Orleans, Baton Rouge and Shreveport/North Louisiana regions. Members participate on research teams to develop and implement studies and serve as advisers to investigators on a broad range of study ideas and ongoing research;
- 6) Giving more than **850 clinical scientists** access to technical services and resources provided by the LA CaTS Center Cores;
- 7) **22 career promotions for past and current Roadmap and Meritorious Scholars**;
- 8) **17 career promotions reported for Young Investigators affiliated with the Pilot Projects Program**;
- 9) **Provided CT Training and Professional Development opportunities** for more than **1,000 participants**, from researchers to community members through LA CaTS Center seminars, workshops, and virtual platforms; and
- 10) **5 new NIH supplement grants awarded, totaling \$3.3 million** (1- Cardiovascular complications in pregnancy, 1- Vaping Study in HIV population, 3- COVID related).

**COVID-19 Response**

The LA CaTS Center's well-established, robust infrastructure allowed a rapid response to the COVID-19 pandemic on many levels in both the research arena and community settings, from our experts' participation on state-wide task forces, to responding to the need for COVID research on a national level, to developing new tools and resources for our investigators, and COVID-19 testing and messaging in underserved communities. Research opportunities have led to new partnerships with other IDeA-CTRs and institutes around the country to battle this disease. Results of these NIH-funded initiatives include:

- 1) **Rapid Acceleration of Diagnostics for Underserved Populations (RADx-UP)**- Grant for Community-Engaged Research on COVID-19 Testing Among Underserved/Vulnerable Populations
- 2) Participant in the **National COVID Cohort Collaborative (N3C)** – Contributing and using COVID-19 clinical data to answer critical research questions to address the pandemic
- 3) NIH supplement for **SARS-CoV-2 Surveillance Study** titled "Health Disparities and SARS-CoV-2 Evolution: A Focused Viral Genomics Study".
- 4) **RADx-UP Phase 1 Project to Address Vaccine Hesitancy & Uptake ~\$299K award pending**
- 5) Part of national IDeA-CTR effort on long-COVID NIH initiative "**The Post-Acute Sequelae of COVID-19 (PASC) Investigator Consortium: Adult/Recovery Cohort Study**"~ **\$4M award pending**.

The LA CaTS Center also developed various COVID-19 research tools and resources available to our academic researchers and interested stakeholders in our local communities, including:

- 1) **Virtual seminar series** showcasing Louisiana researchers and their work on COVID-19.
- 2) Available **funding opportunities** & access to research resources (i.e., N3C)
- 3) Web accessible **databases** for COVID-related publications and clinical trials taking place in Louisiana.
- 4) **Community tools** and resources, including local community panel discussions on COVID-19 related issues.



Supported in part by U54 GM104940 from the National Institute of General Medical Sciences of the National Institutes of Health, which funds the Louisiana Clinical and Translational Science Center. The content is solely the responsibility of the authors and does not necessarily represent the official views of the National Institutes of Health."



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## Board of Supervisors

### Resolution to Name Court for Dale Brown

**Date:** September 10, 2021

#### 1. Bylaw Citation

Pursuant to Article VII, Section 1L:

##### **L. Other Significant Matters**

Such other matters that are not expressly delegated herein or hereafter by the Board to the President or a Chancellor and which reasonably should be considered to require Board approval as generally defined above, or which the Board hereafter determines to require Board approval.

#### 2. Summary of Matter

The Pete Maravich Assembly Center is a multi-use facility at LSU capable of holding any number of athletic and non-athletic events, such as commencements. The space and seating within the Pete Maravich Assembly Center can be configured to hold events, with special equipment and assets deployed for those events.

The proposal would apply the name “Dale Brown Court” to the court used by Athletics’ varsity basketball teams in the Pete Maravich Assembly Center. Dale Brown served as head coach of the LSU men’s basketball team from 1972 to 1997. During that time, his teams won four Southeastern Conference regular season championships, one SEC tournament championship, and participated in thirteen NCAA Tournaments including two Final Four appearances in 1981 and 1986. In total, Brown’s teams won 448 games. Brown was chosen as SEC Coach of the Year four times and in 1981 as the National Coach of the Year. He is a member of the Louisiana Sports Hall of Fame and the National Collegiate Basketball Hall of Fame.

#### 3. Review of Business Plan

N/A

#### 4. Fiscal Impact

N/A

#### 5. Description of Competitive Process

N/A

#### 6. Review of Legal Documents

N/A

#### 7. Parties of Interest

Mr. Dale Brown

**8. Related Transactions**

N/A

**9. Conflicts of Interest**

None known.

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED**, the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby name the men's basketball court in the Pete Maravich Assembly Center to be named for Dale Brown and will hereafter be referred to as "Dale Brown Court".



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## Board of Supervisors

### Request from LSU A&M to Name the Ochsner Wellness Center in the Huey P. Long Fieldhouse

**Date:** September 10, 2021

#### **1. Bylaw Citation**

Pursuant to Article VII, Section 1L

##### L. Other Significant Matters

Such other matters that are not expressly delegated herein or hereafter by the Board to the President or a Chancellor and which reasonably should be considered to require Board approval as generally defined above, or which the Board hereafter determines to require Board approval.

#### **2. Summary of Matter**

Currently, a renovation is occurring in the Huey P. Long Fieldhouse for that will create thousands of square feet of usable space, some of which has been unusable for a number of years. In the new project, there is a wellness center. At the request of the LSU College of Human Sciences & Education, the facility program included a multidisciplinary space for a wellness clinic to address chronic health issues that affect Louisianians. This will complement the college's current academic and research units by providing laboratory space, while also working to address poor wellness choices.

The space is being renovated with the financial support Ochsner Health System. Ochsner has several thousand employees in 90 health specialties and subspecialties. Ochsner Health System partners with LSU Health Sciences Center New Orleans in management of health operations in LSU-owned hospital facilities in Houma and Lafayette. In 2018, Ochsner Health System formed a partnership with LSU Health Sciences Center Shreveport (Ochsner/LSU Health Shreveport Health System, or OLHS) to provide healthcare services at LSU-owned hospitals in Shreveport and Monroe.

#### **3. Review of Business Plan**

N/A

#### **4. Fiscal Impact**

None.

#### **5. Description of Competitive Process**

None.

#### **6. Review of Legal Documents**

None.

**7. Parties of Interest**

N/A

**8. Related Transactions**

N/A

**9. Conflicts of Interest**

None.

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College (the "Board") does hereby name the wellness facility within the Huey P. Long Fieldhouse as the "Ochsner Wellness Center".



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# Board of Supervisors

## FINANCE COMMITTEE

BOARD OF SUPERVISORS MEETING | SEPTEMBER 10, 2021



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## Board of Supervisors

### Recommendation to Approve the Fiscal Year 2021-22 Operating Budget

**Date:** September 10, 2021

#### 1. Bylaw Citation

Pursuant to Article VII, Section 1

A. Any matter having a significant or long-term impact, directly or indirectly, on the finances or the academic, educational, research, and services missions of the University or any of its campuses.

#### 2. Summary of Matter

Each year an operating budget is developed that details the expected revenues and expenditures of the University for the fiscal year. These budgets are prepared in accordance with budget guidelines issued by the Board of Regents and the Division of Administration.

Pursuant to Board of Regents' guidelines, the University's operating budgets were submitted to the Board of Regents on August 20<sup>th</sup> with a caveat that they are being submitted contingent upon action by the LSU Board of Supervisors at its September 10<sup>th</sup> meeting. The Board of Regents will hold their annual hearings on the FY 2021-22 operating budget submissions from each postsecondary education management board and other higher education entities on September 21<sup>st</sup>.

As noted in **Attachment I**, the total beginning unrestricted operating budget for Fiscal Year 2021-22, including the LSU Health Care Services Division, is \$1.19 billion. This represents a increase of \$76.4 million or 7% from the final FY 2020-21 budget. Included in this increase is an increase in state general fund support of \$43.5 million, or 11.7%. A large of portion (\$29.4 million) of the state general fund increase is a restoration of the decrease in FY 2020-21 related to the Coronavirus Relief Funds (CRF) swap.

Estimated restricted revenues including auxiliary enterprise operations, grants and contracts, and other restricted sources total \$1.96 billion. The total Fiscal Year 2021-22 operating budget, including estimated restricted revenues, is \$3.15 billion.

A summary of FY 2021-22 budget priorities by campus is presented in **Attachment II**.

#### 3. Review of Documents Related to Referenced Matter

LSU campuses have submitted the Fiscal Year 2021-22 operating budget in the format requested by the Board of Regents and the Division of Administration.

#### ATTACHMENTS

- I. Summary of Fiscal Year 2021-22 Operating Budget Information

- II. Summary of Fiscal Year 2021-22 Campus Priorities
- III. Additional support materials for this item are available on the LSU Administration's web page

## RESOLUTION

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the operating budget for the fiscal year ending June 30, 2022, providing:

- (a) Final approval and commitment authorization of funds for unrestricted educational and general, medical, and related expenses in the amount of \$1,190,016,205 for the campuses shown below.

- LSU A&M
- LSU Agricultural Center
- LSU Alexandria
- LSU Eunice
- LSU Shreveport
- LSU Health Sciences Center, New Orleans
- LSU Health Sciences Center, Shreveport
- LSU Pennington Biomedical Research Center
- The Hospital and Central Office of the LSU Health Care Services Division

- (b) Commitment authorizations for auxiliary enterprises, grants and contracts, and other restricted funds estimated to be \$1,964,876,382.
- (c) Transactions included or referred to in the operating budget that otherwise require Board approval are not approved by mere inclusion in the operating budget.

**BE IT FURTHER RESOLVED** that each campus shall prepare a semi-annual financial report. The format of the report will include the following:

1. Budget and actual for unrestricted revenues by source of funds
2. Actual for unrestricted expenditures by object and by function
3. Beginning account balances and actual revenues and expenditures/transfers for restricted operations
4. Any significant changes in the budget that should be brought to the attention of the President and Board
5. An explanation of any significant reduction in anticipated revenues or significant increase in expenditures

Any subsequent modification to the reporting format will be approved by the President with notification to the Board.



**Board of Regents  
Form BOR-1**

**Consolidated Louisiana State University System  
INCLUDES Health Care Services Division**

Revenue/Expenditure	Actual 2020-2021	Budgeted* 2020-2021	For informational purposes only:			
			Budgeted 2020-2021 W/ FY20 CARES Funds	Budgeted 2021-2022	Over/(Under) Budgeted 2020-21	% Change
<b>Revenue/Expenditure Data</b>						
<b>Revenues By Source:</b>						
<b>State Funds:</b>						
General Fund Direct	\$0	\$371,046,532	\$371,046,532	\$414,567,452	\$43,520,920	11.73%
General Fund - Restoration Amount	\$0	\$0	\$0	\$0	\$0	0.00%
Statutory Dedicated:	\$0	\$27,376,490	\$27,376,490	\$27,311,973	(\$64,517)	(0.24%)
Support Education in Louisiana First (SELF)	\$0	\$16,762,014	\$16,762,014	\$16,898,148	\$136,134	0.81%
Tobacco Tax Health Care Fund	\$0	\$5,765,687	\$5,765,687	\$5,572,434	(\$193,253)	(3.35%)
Equine Fund	\$0	\$750,000	\$750,000	\$750,000	\$0	0.00%
Fireman Training Fund	\$0	\$3,656,316	\$3,656,316	\$3,655,956	(\$360)	(0.01%)
Two Percent Fire Insurance Fund	\$0	\$210,000	\$210,000	\$210,000	\$0	0.00%
Education Excellence Fund	\$0	\$32,473	\$32,473	\$25,435	(\$7,038)	(21.67%)
Shreveport Riverfront and Convention Center and Independence Stadium Fund	\$0	\$200,000	\$200,000	\$200,000	\$0	0.00%
<b>Funds Due From Management Board or Regents:</b>	\$0	\$0	\$0	\$0	\$0	0.00%
Other	\$0	\$0	\$0	\$0	\$0	0.00%
<b>Funds Due to Institutions:</b>	\$0	\$0	\$0	\$0	\$0	0.00%
Other	\$0	\$0	\$0	\$0	\$0	0.00%
<b>Total State Funds</b>	<b>\$0</b>	<b>\$398,423,022</b>	<b>\$398,423,022</b>	<b>\$441,879,425</b>	<b>\$43,456,403</b>	<b>10.91%</b>
<b>Revenue Over Expenditures :</b>						
State Funds	\$0	\$0	\$0	\$0	\$0	0.00%
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	0.00%
Self Generated Funds	\$0	\$0	\$0	\$0	\$0	0.00%
Federal Funds	\$0	\$0	\$0	\$0	\$0	0.00%
Interim Emergency Board	\$0	\$0	\$0	\$0	\$0	0.00%
<b>Total Revenue Over Expenditures</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>0.00%</b>
<b>Interagency Transfers</b>	<b>\$0</b>	<b>\$25,465,224</b>	<b>\$25,465,224</b>	<b>\$25,886,649</b>	<b>\$421,425</b>	<b>1.65%</b>
<b>Interagency Transfers - CARES Act</b>	<b>\$0</b>	<b>\$0</b>	<b>\$29,358,450</b>	<b>\$0</b>	<b>\$0</b>	<b>0.00%</b>
<b>Non-Recurring Self-Generated Carry Forward</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>0.00%</b>
<b>Self Generated Funds</b>	<b>\$0</b>	<b>\$671,736,558</b>	<b>\$1,534,513,264</b>	<b>\$704,096,358</b>	<b>\$32,359,800</b>	<b>4.82%</b>
<b>Federal Funds</b>	<b>\$0</b>	<b>\$18,011,357</b>	<b>\$35,756,357</b>	<b>\$18,153,773</b>	<b>\$142,416</b>	<b>0.79%</b>
<b>Interim Emergency Board</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>0.00%</b>
<b>Total Revenues</b>	<b>\$0</b>	<b>\$1,113,636,161</b>	<b>\$2,023,516,317</b>	<b>\$1,190,016,205</b>	<b>\$76,380,044</b>	<b>6.86%</b>
<b>Expenditures by Function:</b>						
Instruction	\$0	\$328,359,550	\$411,997,061	\$361,375,325	\$33,015,775	10.05%
Research	\$0	\$138,070,871	\$179,885,871	\$142,922,271	\$4,851,400	3.51%
Public Service	\$0	\$57,708,898	\$565,855,898	\$50,681,873	(\$7,027,025)	(12.18%)
Academic Support**	\$0	\$119,336,625	\$126,672,625	\$123,448,180	\$4,111,555	3.45%
Student Services	\$0	\$29,890,111	\$33,619,723	\$30,284,104	\$393,993	1.32%
Institutional Services	\$0	\$140,262,323	\$190,291,323	\$149,029,347	\$8,767,024	6.25%
Scholarships/Fellowships	\$0	\$136,659,259	\$139,882,859	\$153,900,891	\$17,241,632	12.62%
Plant Operations/Maintenance	\$0	\$114,265,746	\$119,333,746	\$116,365,447	\$2,099,701	1.84%
<b>Total E&amp;G Expenditures</b>	<b>\$0</b>	<b>\$1,064,553,383</b>	<b>\$1,767,539,106</b>	<b>\$1,128,007,438</b>	<b>\$63,454,055</b>	<b>5.96%</b>
Hospital	\$0	\$72,041,771	\$197,738,319	\$69,069,867	(\$2,971,904)	(4.13%)
Transfers out of agency	\$0	(\$19,882,393)	(\$14,804,393)	(\$7,061,100)	\$12,821,293	100.00%
Athletics	\$0	\$0	\$0	\$0	\$0	0.00%
Other	\$0	(\$3,076,600)	\$10,041,571	\$0	\$3,076,600	100.00%
<b>Total Expenditures</b>	<b>\$0</b>	<b>\$1,113,636,161</b>	<b>\$1,960,514,603</b>	<b>\$1,190,016,205</b>	<b>\$76,380,044</b>	<b>6.86%</b>
<b>Expenditures by Object:</b>						
Salaries	\$0	\$480,892,840	\$710,021,778	\$506,312,758	\$25,419,918	5.29%
Other Compensation	\$0	\$34,645,575	\$88,933,575	\$37,063,422	\$2,417,847	6.98%
Related Benefits	\$0	\$234,221,827	\$291,578,111	\$252,442,787	\$18,220,960	7.78%
<b>Total Personal Services</b>	<b>\$0</b>	<b>\$749,760,242</b>	<b>\$1,090,533,464</b>	<b>\$795,818,967</b>	<b>\$46,058,725</b>	<b>6.14%</b>
Travel	\$0	\$5,062,249	\$6,839,999	\$5,099,313	\$37,064	0.73%
Operating Services	\$0	\$93,770,946	\$109,300,335	\$99,216,326	\$5,445,380	5.81%
Supplies	\$0	\$39,663,065	\$58,834,826	\$38,885,184	(\$777,881)	(1.96%)
<b>Total Operating Expenses</b>	<b>\$0</b>	<b>\$138,496,260</b>	<b>\$174,975,160</b>	<b>\$143,200,823</b>	<b>\$4,704,563</b>	<b>3.40%</b>
Professional Services	\$0	\$32,892,051	\$61,296,497	\$32,594,013	(\$298,038)	(0.91%)
Other Charges	\$0	\$160,778,181	\$590,995,121	\$179,574,447	\$18,796,266	11.69%
Debt Services	\$0	\$262,124	\$1,177,574	\$263,884	\$1,760	0.67%
Interagency Transfers	\$0	\$20,079,826	\$20,079,826	\$24,624,396	\$4,544,570	22.63%
<b>Total Other Charges</b>	<b>\$0</b>	<b>\$214,012,182</b>	<b>\$673,549,018</b>	<b>\$237,056,740</b>	<b>\$23,044,558</b>	<b>10.77%</b>
General Acquisitions	\$0	\$10,241,327	\$19,996,327	\$12,813,525	\$2,572,198	25.12%
Library Acquisitions	\$0	\$1,126,150	\$1,131,150	\$1,126,150	\$0	0.00%
Major Repairs	\$0	\$0	\$329,484	\$0	\$0	0.00%
<b>Total Acquisitions and Major Repairs</b>	<b>\$0</b>	<b>\$11,367,477</b>	<b>\$21,456,961</b>	<b>\$13,939,675</b>	<b>\$2,572,198</b>	<b>22.63%</b>
Unallotted	\$0	\$0	\$0	\$0	\$0	0.00%
<b>Total Expenditures</b>	<b>\$0</b>	<b>\$1,113,636,161</b>	<b>\$1,960,514,603</b>	<b>\$1,190,016,205</b>	<b>\$76,380,044</b>	<b>6.86%</b>

\* This column should reflect the last approved BA-7 in FY 20-21

\*\*Library costs are included in the function of academic support and are detailed on the BOR-4A.

**Board of Regents  
Form BOR-2**

Consolidated Louisiana State University System  
INCLUDES Health Care Services Division

**Financing Other Than State Funds Appropriations**

Source:	ACTUAL 2020-2021	BUDGETED 2020-2021	BUDGETED 2021-2022	OVER /UNDER 2020-2021
<b>Interagency Transfers:</b>				
Medicaid	\$0	\$17,700,261	\$18,121,686	\$421,425
Uncompensated Care	\$0	\$0	\$0	\$0
Hospital Contracts	\$0	\$0	\$0	\$0
Lab School	\$0	\$7,764,963	\$7,764,963	\$0
Other Total	\$0	\$0	\$0	\$0
<b>Total Other Interagency Transfers</b>	<b>\$0</b>	<b>\$25,465,224</b>	<b>\$25,886,649</b>	<b>\$421,425</b>
<b>Interagency Transfers - CARES Act</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Non-Recurring Self-Generated Carry Forward</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Self-Generated Funds:</b>				
<b>Student Fees:</b>				
General Registration Fees	\$0	\$410,724,845	\$427,437,572	\$16,712,727
Non-Resident Fees	\$0	\$105,643,883	\$119,519,988	\$13,876,105
Academic Excellence Fee	\$0	\$19,474,174	\$20,254,557	\$780,383
Operational Fee	\$0	\$7,562,152	\$7,798,209	\$236,057
Academic Enhancement Fee	\$0	\$0	\$0	\$0
Building Use Fee	\$0	\$0	\$0	\$0
Building Use Fee - Act 426	\$0	\$0	\$0	\$0
Student Services Fee	\$0	\$0	\$0	\$0
Technology Fee	\$0	\$0	\$0	\$0
Energy Surcharge	\$0	\$0	\$0	\$0
University Self-Assessed Fees	\$0	\$59,554,845	\$62,395,376	\$2,840,531
Student Self-Assessed Fees	\$0	\$0	\$0	\$0
All Other Mandated Fees	\$0	\$2,555,000	\$2,620,000	\$65,000
All Other Student Fees	\$0	\$16,360,054	\$15,967,065	(\$392,989)
<b>Total Student Fees:</b>	<b>\$0</b>	<b>\$621,874,953</b>	<b>\$655,992,767</b>	<b>\$34,117,814</b>
Hospital - Commercial/Self-Pay	\$0	\$20,377,244	\$16,598,113	(\$3,779,131)
Sales and Services of Educational Activities	\$0	\$7,493,788	\$8,164,060	\$670,272
State Grants and Contracts	\$0	\$0	\$0	\$0
Organized Activities Related to Instruction	\$0	\$0	\$0	\$0
Athletics Other than Student Fees	\$0	\$0	\$0	\$0
Other Self-Generated Funds	\$0	\$21,990,573	\$23,341,418	\$1,350,845
<b>Total Self-Generated Funds</b>	<b>\$0</b>	<b>\$671,736,558</b>	<b>\$704,096,358</b>	<b>\$32,359,800</b>
<b>Federal Funds:</b>				
Federal Program Admin.	\$0	\$0	\$0	\$0
Medicare	\$0	\$4,993,082	\$5,135,498	\$142,416
<b>Grants:</b>				
Pell	\$0	\$0	\$0	\$0
Other	\$0	\$13,018,275	\$13,018,275	\$0
<b>Total Federal Funds</b>	<b>\$0</b>	<b>\$18,011,357</b>	<b>\$18,153,773</b>	<b>\$142,416</b>
<b>Interim Emergency Board</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Total Revenues Other Than State Funds Appropriations</b>	<b>\$0</b>	<b>\$715,213,139</b>	<b>\$748,136,780</b>	<b>\$32,923,641</b>

Board of Regents  
Form BOR-3

Consolidated Louisiana State University System  
INCLUDES Health Care Services Division

Revenue Sources - Unrestricted & Restricted

Source:	BUDGETED 2020-2021						BUDGETED 2021-2022					
	UNRESTRICTED	% OF TOTAL	RESTRICTED	% OF TOTAL	TOTAL	% OF TOTAL	UNRESTRICTED	% OF TOTAL	RESTRICTED	% OF TOTAL	TOTAL	% OF TOTAL
<b>State Funds:</b>												
General Fund Direct	\$371,046,532	100.00%	\$0	0.00%	\$371,046,532	12.67%	\$414,567,452	100.00%	\$0	0.00%	\$414,567,452	13.14%
General Fund - Restoration Amount	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%
General Fund Statutory Dedicated	\$27,376,490	100.00%	\$0	0.00%	\$27,376,490	0.93%	\$27,311,973	100.00%	\$0	0.00%	\$27,311,973	0.87%
Statutory Dedicated	\$16,762,014	100.00%	\$0	0.00%	\$16,762,014	0.57%	\$16,898,148	100.00%	\$0	0.00%	\$16,898,148	0.54%
Support Education in Louisiana First (SELF)	\$5,765,687	100.00%	\$0	0.00%	\$5,765,687	0.20%	\$5,572,434	100.00%	\$0	0.00%	\$5,572,434	0.18%
Tobacco Tax Health Care Fund	\$750,000	100.00%	\$0	0.00%	\$750,000	0.03%	\$750,000	100.00%	\$0	0.00%	\$750,000	0.02%
Equine Fund	\$3,656,316	100.00%	\$0	0.00%	\$3,656,316	0.12%	\$3,655,956	100.00%	\$0	0.00%	\$3,655,956	0.12%
Fireman Training Fund	\$210,000	100.00%	\$0	0.00%	\$210,000	0.01%	\$210,000	100.00%	\$0	0.00%	\$210,000	0.01%
Two Percent Fire Insurance Fund	\$32,473	100.00%	\$0	0.00%	\$32,473	0.00%	\$25,435	100.00%	\$0	0.00%	\$25,435	0.00%
Independence Student Fund	\$200,000	100.00%	\$0	0.00%	\$200,000	0.01%	\$200,000	100.00%	\$0	0.00%	\$200,000	0.01%
Shreveport Riverfront and Convention Center and Funds Due From Management Board of Regents:	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%
<b>Funds Due to Institutions:</b>												
Other	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%
<b>Total State Funds</b>	<b>\$398,423,022</b>	<b>100.00%</b>	<b>\$0</b>	<b>0.00%</b>	<b>\$398,423,022</b>	<b>13.61%</b>	<b>\$441,879,425</b>	<b>100.00%</b>	<b>\$0</b>	<b>0.00%</b>	<b>\$441,879,425</b>	<b>14.01%</b>
<b>Interagency Transfers:</b>												
Medicaid	\$17,700,261	100.00%	\$0	0.00%	\$17,700,261	0.60%	\$18,121,686	100.00%	\$0	0.00%	\$18,121,686	0.57%
Uncompensated Care	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%
Hospital Contracts	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%
Lab School	\$7,764,963	100.00%	\$0	0.00%	\$7,764,963	0.27%	\$7,764,963	100.00%	\$0	0.00%	\$7,764,963	0.25%
Other Total	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%
<b>Total Other Interagency Transfers</b>	<b>\$25,465,224</b>	<b>100.00%</b>	<b>\$0</b>	<b>0.00%</b>	<b>\$25,465,224</b>	<b>0.87%</b>	<b>\$25,886,649</b>	<b>100.00%</b>	<b>\$0</b>	<b>0.00%</b>	<b>\$25,886,649</b>	<b>0.82%</b>
Interagency Transfers - CARES Act	\$0	0.00%	\$29,358,450	100.00%	\$29,358,450	1.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%
Non-Recurring Self Generated Carry Forward	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%
<b>Student Fees:</b>												
General Registration Fees:	\$410,724,845	95.15%	\$20,954,242	4.85%	\$431,679,087	14.74%	\$427,437,572	92.43%	\$35,021,056	7.57%	\$462,458,628	14.66%
Non-Resident Fees:	\$105,643,883	100.00%	\$0	0.00%	\$105,643,883	3.61%	\$119,519,988	100.00%	\$0	0.00%	\$119,519,988	3.79%
Academic Excellence Fee:	\$19,474,174	100.00%	\$0	0.00%	\$19,474,174	0.67%	\$20,254,557	100.00%	\$0	0.00%	\$20,254,557	0.64%
Operational Fee:	\$7,562,152	100.00%	\$0	0.00%	\$7,562,152	0.26%	\$7,798,209	100.00%	\$0	0.00%	\$7,798,209	0.25%
Student Athletic Fees	\$0	0.00%	\$3,024,160	100.00%	\$3,024,160	0.10%	\$0	0.00%	\$3,731,415	100.00%	\$3,731,415	0.12%
Other Total	\$78,469,899	67.04%	\$38,575,803	32.96%	\$117,045,702	4.00%	\$80,982,441	66.04%	\$41,650,490	33.96%	\$122,632,931	3.89%
<b>Total Student Fees:</b>	<b>\$621,874,953</b>	<b>90.86%</b>	<b>\$62,554,205</b>	<b>9.14%</b>	<b>\$684,429,158</b>	<b>23.37%</b>	<b>\$655,992,767</b>	<b>89.08%</b>	<b>\$80,402,961</b>	<b>10.92%</b>	<b>\$736,395,728</b>	<b>23.34%</b>
Hospital - Commercial/Self-Pay	\$20,377,244	100.00%	\$0	0.00%	\$20,377,244	0.70%	\$16,598,113	100.00%	\$0	0.00%	\$16,598,113	0.53%
Physician Practice Plans	\$0	0.00%	-\$23,556,000	0.00%	-\$23,556,000	(0.80)%	\$0	0.00%	\$17,758,000	100.00%	\$17,758,000	0.56%
Sales and Services of Educational Activities	\$7,493,788	15.21%	\$41,763,000	84.79%	\$49,256,788	1.68%	\$8,164,060	11.66%	\$61,863,971	88.34%	\$70,028,031	2.22%
State Grants and Contracts	\$0	0.00%	\$71,800,112	100.00%	\$71,800,112	2.45%	\$0	0.00%	\$78,766,817	100.00%	\$78,766,817	2.50%
Organized Activities Related to Instruction	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%
Athletics Other than Student Fees	\$0	0.00%	\$146,487,281	100.00%	\$146,487,281	5.00%	\$0	0.00%	\$142,208,826	100.00%	\$142,208,826	4.51%
Auxiliaries (Excluding Athletics)	\$0	0.00%	\$141,864,580	100.00%	\$141,864,580	4.84%	\$0	0.00%	\$147,652,939	100.00%	\$147,652,939	4.68%
Endowment Income	\$0	0.00%	\$9,926,674	100.00%	\$9,926,674	0.34%	\$0	0.00%	\$8,825,453	100.00%	\$8,825,453	0.28%
Gifts, Grants, and Contracts	\$0	0.00%	\$848,393,254	100.00%	\$848,393,254	28.97%	\$0	0.00%	\$959,875,585	100.00%	\$959,875,585	30.42%
Other Self-Generated Funds	\$21,990,573	7.64%	\$265,779,051	92.36%	\$287,769,624	9.83%	\$23,341,418	9.66%	\$218,298,954	90.34%	\$241,640,372	7.66%
<b>Total Self-Generated Funds</b>	<b>\$671,736,558</b>	<b>30.03%</b>	<b>\$1,565,012,157</b>	<b>69.97%</b>	<b>\$2,236,748,715</b>	<b>76.39%</b>	<b>\$704,096,358</b>	<b>29.10%</b>	<b>\$1,715,653,506</b>	<b>70.90%</b>	<b>\$2,419,749,864</b>	<b>76.70%</b>
<b>Federal Funds:</b>												
Federal Program Admin	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$6,850	100.00%	\$6,850	0.00%
Medicare	\$4,993,082	100.00%	\$0	0.00%	\$4,993,082	0.17%	\$5,135,498	100.00%	\$0	0.00%	\$5,135,498	0.16%
<b>Grants:</b>												
Pell	\$0	0.00%	\$48,345,000	100.00%	\$48,345,000	1.65%	\$0	0.00%	\$52,435,522	100.00%	\$52,435,522	1.66%
Total Federal Funds	\$13,018,275	7.04%	\$171,840,999	92.96%	\$184,859,274	6.31%	\$13,018,275	6.21%	\$196,780,504	93.79%	\$209,798,779	6.65%
Interim Emergency Board	\$18,011,357	7.56%	\$220,185,989	92.44%	\$238,197,356	8.13%	\$18,153,773	6.79%	\$249,222,876	93.21%	\$267,376,649	8.47%
Total Revenues	\$1,113,636,161	38.03%	\$1,814,556,606	61.97%	\$2,928,192,767	100.00%	\$1,190,016,205	37.72%	\$1,964,876,382	62.28%	\$3,154,892,587	100.00%

The reported amount of unrestricted revenue should equal the total revenue amounts reported on Form BOR-1 for the appropriate year.

## FY 2021-2022 OPERATING BUDGET PRIORITIES SUBMITTED BY CAMPUSES

### Louisiana State University and Agricultural and Mechanical College

This narrative overview of the LSU FY 2021-22 operating budget describes the priorities and strategies implemented in preparing a balanced FY 2021-22 operating budget, and also comments on priorities and issues to be addressed in planning for the FY 2022-23 operating budget and beyond.

The LSU FY 2021-22 operating budget reflects an increase of approximately \$51.5M compared to the FY 2020-21 ending budget. This increase is mainly attributable to the following factors:

- The State Legislature increased the institution's state general fund direct appropriations by \$12.9M which includes \$5.3M for CARES Act restoration funding that was swapped out in the FY 2020-21 budget. The general fund increase also includes approximately \$2M for state mandated increases for expenses related to group health insurance, legislative auditor and civil service merit increases
- Self-generated funding increased by \$38.6M for a projected student enrollment increase and other revenues across the campus. LSU developed a balanced FY 2021-22 budget including increased expenses for annual state mandates and institutional commitments and priorities

The campus must continue to keep investments in faculty and staff as one of its top priorities in order to provide the quality of education analogous with other national flagship universities. The increase in revenues allowed LSU to implement a modest 3% merit increase program for faculty and professional staff. Described below is a summary of the items/issues that were included in the FY 2021-22 operating budget development process.

#### **Revenues:**

- **(\$51.5million).** This is the net increase in State General Fund (\$12.9M), and a \$38.6M increase in self-generated funding. The increase in self-generated funds includes a projected undergraduate, Law and Vet student enrollment increase in FY 2021-22

#### **Operating Budget Commitments/Priorities:**

- **(\$3.1 million).** A net increase in state mandates related to retirement, legislative auditor, anticipated group health insurance premiums, risk management, and civil service merit increases
- **(\$2.6 million).** Increase in institutional operating cost obligations related to utility increases, institutional software, international student recruitment, and other campus units' self-generated increases

- **(\$16.4 million).** The increase in the cost of tuition and fee exemptions due to a projected increase in new freshmen and continuing student enrollment and the final portion of the phased-in graduate assistant exemption of the student excellence fee
- **(\$11.3 million).** Funding for faculty promotions, awards and new hires, upgraded positions, faculty and staff merit increase program, and civil service position's Standard Entrance Rate (SER) adjustments
- **(\$8.8 million).** Temporary funding used to balance the FY 2020-21 Operating Budget
- **(\$5.4 million).** Existing expenditures funded by the CARES expense funding swap in FY 2020-21
- **(\$1.6 million).** New faculty and instructional support positions in the College of Science and College of Humanities and Social Sciences for additional class sections due to projected enrollment increase
- **(\$1.2 million).** Salaries, fringes and support for the new Civil Rights & Title IX office and additional investments to support students with disabilities
- **(\$1.1 million).** Line item state general fund appropriations for Louisiana Geological Survey's carbon sequestration and Kinesiology's student athlete health and wellness study

LSU is able to balance the FY 2021-22 operating budget through the dedication and efforts of faculty, staff, and campus administrators. The University continues to provide students with a high quality education and is enrolling and graduating more students than ever before which is directly attributable to the dedication and efforts of the faculty. Additionally, the administration and staff work diligently every day to insure the best possible experience for students while providing faculty with the services they need to be successful.

Looking forward, we believe that LSU will have a bright future and continue to improve its performance and service to Louisiana and the nation if:

- (1) the Governor and Legislature continue to address the state funding deficit for Louisiana universities compared to peer institutions in other states;
- (2) the State provides public colleges and universities with the autonomy to set tuition and fee rates and retain those and other self-generated revenues in order to successfully meet institutional needs and priorities;
- (3) the legislature fully funds the TOPS program; and
- (4) LSU is consistently able to support and invest in its most valuable asset – the faculty and staff. The key to LSU's short and long-term success is directly related to the number of faculty it employs, as well as its ability to recruit, retain, and reward faculty and staff by providing consistent annual merit salary increases and competitive fringe benefits.

LSU will continue to ensure that high quality instruction, research, and service are the enduring contributions to the state and nation.

**Louisiana State University Agricultural Center**

Stability in funding is a priority for the AgCenter and other non-formula institutions. Without students to generate tuition and fees, reductions to SGF, statutory dedications and increased operational costs (mandated costs) must be offset by reducing operations and programs. While the AgCenter does not have students, the AgCenter has provided financial support to the College of Agriculture annually in excess of \$400,000 to support increased opportunities for students and faculty needs.

During the 2021 Regular Session of the Legislature, the LSU AgCenter received supplemental appropriations to the FY 21 operating budget which included \$1.2 million for operating expenses (IT computer/technology/security updates and agricultural research equipment), \$600,000 for the National Estuarine Research Reserve Initiative (federal program match), \$500,000 to assist with 4-H camp renovations (hurricane and flood damages), and \$7,000,000 to fund facility improvements at Parker Coliseum.

The AgCenter appropriation for FY22 included an increase of \$3.6 million from the original version of the state budget (HB 1), which proposed a \$1.193 million reduction from the FY21 operating budget (excluding supplemental appropriations). This adjustment was a result of the original version of HB 1 which included \$3.25 million in cuts from the FY 21 operating budget. The increased support in operational funds for FY 22 are being utilized for continuation of existing research, extension, and teaching programs, merit increases, and offset of approximately \$350,000 in increased operational costs (retirement, insurance, and other associated required costs).

The AgCenter is tremendously appreciative for the support of the Governor, the Commissioner of Administration, and the legislature. This funding support is invaluable for providing the community extension programs and long-term agricultural research at the core of the AgCenter's mission. For continuity, it will be imperative that these adjustments be made part of the base for the AgCenter's budget moving forward.

Over the last few years, the AgCenter made significant changes in the way programs are developed and delivered. The statewide staffing program for agricultural agents was moved from a parish-based model to a broader commodity-based system to meet clientele demands within existing resources. Throughout all functions, attention is being given to meet stakeholder needs, recruit students in agricultural disciplines for 4-H programs and for the College of Agriculture, expand rural economic development initiatives and develop expanded opportunities for sustainable agricultural production.

With all of this in mind, the AgCenter has the following priorities for the coming year:

- Continue to maintain an appropriate extension presence in parishes, both in-person and virtually

- Continue to refine the commodity-based staffing plan for agricultural agents and develop supportive training strategies and web-based material
- Examine 4-H programs to effectively increase the overall program offerings and participation with an expanded use of technology for remote learning opportunities
- Provide a critical mass of faculty at stations and in academic departments, including support for adequate faculty to teach in the College of Agriculture
- Provide research and extension faculty to support Louisiana's principal agricultural commodities and emerging areas
- Provide adequate staff, operating support and infrastructure to support faculty programs
- Capitalize on major grant-funded nutrition initiatives by maintaining adequate faculty to conduct general nutrition education

The AgCenter has identified the following as critical needs in addition to existing core areas:

- 4-H career readiness and workforce preparation skills
- Rural economic development initiatives
- Water quality and quantity issues
- Food safety from farm to table, food security
- Rural connectivity/broadband
- Food innovation to promote Louisiana food products and entrepreneurship, as well as develop functional foods
- Development and use of advanced technologies such as UAV and GIS as monitoring tools for diseases and pests in crops
- Clientele training on digital media and presentation of information
- Nutrition education, with a primary focus on reducing obesity

The AgCenter receives the majority of operational funds through three primary sources:

- Federal capacity funds,
- State appropriations, and
- Local governments/Council/Police Jury/School Board

The AgCenter's primary source of funding is through the state's appropriation. In addition to the state appropriation, a federal appropriation is received which has been fairly stable, although this could change with pressures at the federal level. Support from local governments has also been stable in previous years, but declining revenues collected by local governments statewide are continuing to threatening this stability. Louisiana agricultural producers provide funds through check-off programs that directly support programs and research initiatives, and the AgCenter also receives funds from technology transfer (intellectual property) and oil and gas royalties, most of which have been directly supporting salaries and support for extension and research faculty.

To date, the AgCenter has received zero funding to support COVID-19 related costs, offset lost revenue from cancelled events, and mitigate direct costs of moving functions statewide to remote work locations or the purchase of sanitization and Personal Protective Equipment (PPE).

The AgCenter is continuing to invest funds for information technology needs to replace significantly outdated computers, provide software for ADA compliance, improve connectivity at statewide parish offices and research stations, provide training for faculty and staff on new technology that is essential to remaining in contact with stakeholders and updating security plans to combat increased risks to institutional information.

### **Louisiana State University Alexandria**

Total state funding (SGF/Statutory Dedication) for the 2021/22 fiscal year increased by \$3,406,095 over FY21; however, \$2,576,300 of this was the reinstatement of funds covered by CARES relief funds in the prior year. The net increase is \$829,795, of which, \$302,311 is allocated for faculty pay increases, leaving \$527,484 as the total increase to operational funding. After salary adjustments for professional staff were allocated, this net impact is minimal to the overall operations of the institution. The university will continue to operate at a minimal level with limited resources. Increases in enrollment during FY21 allowed for the creation of several much-needed positions (faculty & staff); personnel levels remain inadequate across multiple areas of the university. Many staff continue to take on additional duties and faculty overloads remain at an all-time high and the number of adjunct faculty is higher than appropriate. With the increase in enrollment comes an increased demand in faculty. Additionally, new faculty are needed if LSUA is to continue to grow programs that meet the workforce demands of central Louisiana. Limited levels of funding, equal to the past year, for



most campus resources, operating costs, supplies and travel dollars will continue in to FY22 as any available funds are moved toward high priority initiatives.

There are many aspects of the upcoming fiscal year that remain unforeseen – primarily due to the continued uncertainty surrounding the COVID-19 pandemic. Enrollment remains the top priority as well as the top concern. With 80% of operating revenues being generated from student tuition and fees, it remains critical to focus all efforts on recruitment and retention. As such, operating funds are distributed based on this factor alone. LSUA has, and presently continues, to plan for all course offerings being back to 100% capacity on campus. However, given the fluid nature of the pandemic, the institution stands ready to revert to remote and hybrid options for all classes if necessary

Current projections for self-generated funding show revenue to be flat compared to last fiscal year; however, this will be directly affected by enrollments in the 100% online programs. LSUA saw positive financial change in moving its online degree programs under the auspices of LSU Online. This change, which resulted in 65% of tuition being retained by LSUA, helped to offset the decline in on-campus enrollment, and subsequent revenue, during the FY21 fiscal year. The plan is that this will continue to mitigate the projected decline in revenue from on-campus programs. LSUA continues to work closely with LSU Online to promote and grow the 100% online degree programs. Enrollment has grown by over 1200% since inception in 2015.

The 2021/22 proposed budget is based on these overall flat enrollment/revenue projections. Additionally, many departmental budgets remain consistent with FY21, which were reduced to account for overages in prior years. The top two departmental reductions from FY20 once again remain in place for the upcoming year. Funding is not yet available to bring these budgets back up to a nominal level – though progress is being made in a positive direction with several positions being unfrozen. These departments are Facility Services and Information Technology.

A breakdown of the top areas within the 2021/22 budget are as follows:

<b>Top Allocations</b>	
Payroll (including Stu Work)	78.3%
Scholarships/Fee Exemption	6.8%
Insurance/Workman's Comp/Unemployment	4.9%
Utilities	3.8%
Maintenance Contracts/Mandatory Costs	2.9%
<b>TOTAL</b>	<b>96.7%</b>

In considering the table above, the remaining 3.3% (which equates to roughly \$1M) is allocated to supplies, equipment, and maintenance, repairs, operating services, professional development and travel. \$1,021,228 for those categories combined, for the entire university, remains critically low.

The top priorities going into the new fiscal year is the continued emphasis on recruiting, enrollment and retention as well as program growth in Business, Nursing and Psychology. As the university continues to be dependent upon self-generated revenue, more funding must be directed to resources that result in new students and more students retained. Currently over \$2.21M is dedicated in this area of the university including institutional scholarship dollars.

Continued emphasis has been placed on growing on-campus enrollment by the creation of an Enrollment Task Force. This group, made up of all three vice-chancellors, as well as representatives from Enrollment Management, Financial Aid, Finance, IET, and Academic Departments, has been tasked with evaluating current recruiting and marketing initiatives and to put in place new/revised plans, all with a goal of directly impacting the on-campus population. Additionally, there has been an enhanced focus to retain students. The approach to advising has been modified with a result of hiring more professional advisors, providing enhanced student programming, and updating the apartments on campus. Retention of freshman has increased by four percentage points the last two years and projected to be up again this fall.

Current projections show fall 2021 enrollment to be down once again by 75 to 125 on-campus students. While this difference will be made up by online students, degree programs that we are intentionally growing, the decline in on-campus students remains one of the top issues that the university must address. In the fall of 2015, the on-campus population, not including dual enrollment was near 2500. Fall projections show to be close to 1900 – a 25% decrease. It's important to note that the revenue loss of losing an on-campus student is not directly offset by the gain of an online student. With online tuition being less than on-campus, coupled with retaining only 65% of the gross revenue, it takes approximately 1.65 online students to equal the same revenue. For instance, a drop of 200 on-campus students takes an increase of 330 online students to equal the same operating revenue.

A priority of FY21 was returning some auxiliary and restricted accounts to a more stable, healthy state. This was accomplished through budget management, an increased in online enrollment, and a reduction in expenditures – primarily related to COVID-19 closures and changes. Going into the year, Athletics, Continuing Education and the LSU Child Care Center all had significant debt. The Athletic debt was reduced from \$776,993 to under \$400,000 for the first time in six years. Additionally, the Continuing Education and Child Care debts were erased, and both will begin the FY22 year with a positive account balance. Overcoming these auxiliary financial challenges creates a positive impact on normal unrestricted operating funding moving

forward. Auxiliary and Restricted balances are back to a level recommended by SACSCOC in 2015 to maintain financial stability.

These priorities, as outlined, are the only initiatives that current appropriations and self-generated funds will allow. Much progress was made throughout FY21 on deferred maintenance related projects. Multiple HVAC units, boilers, and roofs were repaired and/or replaced through state major repair funding. Even still, deferred maintenance continues to be of concern and currently stands at over \$10M. Another major initiative for the past 10+ years is the campus drainage and infrastructure project that will alleviate major flooding on the LSUA campus. This project was kicked off in FY21 with construction beginning in July of this year. The project is expected to be completed near the end of FY22. Funding consists of state capital outlay funding as well as federal flood mitigation dollars.

### **Louisiana State University Eunice**

LSU Eunice's unrestricted budget for FY 2021-22 is \$15,821,376 and represents a 26% increase of \$3,277,879 from the 2020-21 fiscal year. LSUE serves an annual student enrollment of over 6,000 students (over 3100 unduplicated headcount in fall 2020) and relies on self-generated revenue (67%) and state of Louisiana appropriations (33%) to operate. FY 20-21 saw enrollment growth in the fall, spring and summer terms over FY 19-20 (over 5%).

#### **FY 2021-22 priorities:**

LSUE is historically underfunded and under-resourced as compared to the two-year colleges in Louisiana. Notwithstanding, LSUE will continue to build on the substantial progress that occurred in 2020-21 to ensure that we are a student-centered organization, valuing diversity, inclusion and equity that is laser focused on providing the education and training needed for transfer and the workforce needs of the region and the state.

Priorities are:

- Ensure a safe and healthy environment for teaching and learning;
- Complete a dynamic strategic plan to drive all aspects of the LSUE enterprise and align with LSU system planning and goals;
- Decrease the equity gaps in first generation student achievement and completion;
- Decrease the equity gaps in staff and faculty pay to attract and retain highly qualified employees;
- Three expansion and construction priorities which are essential to campus growth:
  - STEAM (Science, Technology, Engineering, Agriculture and Mathematics) Innovation Center
  - Student housing
  - Modern athletic facilities
- Expansion in Academic and Workforce Education Programs:
  - Allied Health Programs, to include Nursing, Surgical Technology and Respiratory Therapy with Ochsner Lafayette General Hospitals and partnerships with LSUA and Alexandria area

- hospitals
- Expansion of Business and Technology and Fire, Emergency and Protection Services
- Agriculture
- Industry Based Credentials

### **Louisiana State University Shreveport**

LSU Shreveport is in a strong financial situation as we begin the new fiscal year. However, we enter the 2021-22 academic year with a level of concern for enrollment, therefore revenue, because of the recent upsurge in COVID activity and our continuing concerns associated with the transition of our online program offerings from Academic Partnerships to LSU Online. As a result, we have planned for a tight, closely monitored budget year.

### **Matters of Potential Significant Concern with New Fiscal Year**

- The recent upsurge in COVID activity is contributing to renewed anxiety and stress for LSUS students, staff and faculty. Overall, LSUS effectively managed the impact of the pandemic during the previous fiscal year. Our Pandemic Action Team remains in place and we expect to be able to sustain campus operations and assure quality learning
- In the last legislative session, Representative Cedric Glover successfully secured passage of House Resolution (HR) 150 to request that the Louisiana Board of Regents and LSU conduct an assessment and provide an update concerning the LSUS Commitment Plan of 2012. The report is due to the State House of Representatives in January, 2022. The LSUS Commitment Plan, more a political than strategic plan, was last before the LSU Board of Supervisors in 2016. However, it was never formally closed. The review associated with HR 150 is causing apprehension to the LSUS community given Representative Glover's continued goal of merging LSUS into Louisiana Tech. In 2019, Rep. Glover introduced HB 470 that would have merged LSUS into Louisiana Tech. However, he ultimately withdrew the proposed legislation. We believe that LSUS is much more strongly supported by LSU now than was true in 2012. However, the HR 150 study will seek evidence of support linked to the LSUS Commitment Plan. LSUS enrollment was impacted by the threat of HB 470. HR 150 could have a similar adverse impact
- LSUS enjoyed a very strong, successful relationship with Academic Partnerships in the marketing, promotion and support of LSUS online program offerings. The decision this past year for LSUS to move to LSU Online resulted in a significant amount of apprehension and concern. Both LSUS and LSU Online are committed to a successful transition and mutual future success. However, the transition is still a work in process with evidence of success of marketing strategies and approaches still to be determined. Success is critical to sustain our LSUS budget, including our continued ability to pay and support the significant number of new permanent faculty and staff hired to meet the robust growth of LSUS enrollment.

**Update on Initiatives and/or Changes Associated with New Fiscal Year**

- The state appropriation to LSUS for this fiscal year will be \$10.8M. The total LSUS budget for this fiscal year is \$66.8M
- Total enrollment for fall, 2021 will likely be close to 9,500 students (compared to 9,955 students a year ago). Of this total, nearly 7,000 will be full-time online students (of which approximately 6,300 will be through Academic Partnerships)
- LSU Shreveport will likely be down by about 100 students in incoming freshmen and transfer students. This could be impacted by LSU's test-optional policy where students who may have stayed in Shreveport now have the opportunity to enroll at the Flagship at the freshman level. For transfers, there are less people in the community colleges (as seen by the 6% downturn in enrollment last year in our local CC's) so there are less students in the pipeline. It's paramount that we keep our online enrollment numbers high so that we can meet our financial obligation to pay and support our 400 faculty and staff
- LSUS has provided up to 4% mandated Civil Service salary increases for classified staff to help reward them for their hard work and continued additional stress during the Pandemic. However, the LSUS Planning Council continues to be concerned about the lack of a true living wage for so many of our classified staff
- LSUS is pleased to have received an additional state appropriation to permit a 2% cost of living increase to all full-time faculty. LSUS budgeted an additional 2% to create a 4% pool of dollars. In addition, LSUS, with permission from President Thomas Galligan, budgeted to raise all full-time unclassified staff to \$32,000/year and all full-time instructors to \$40,000/academic year
- LSUS reduced student fees for summer, 2020 and fall, 2020 by 10% because of the impact of the pandemic. There is no reduction of fees in this year's budget
- LSUS received approximately \$6.2M in the third distribution of CARES Act funding, of which \$3.1M must be distributed directly to students. As of this date, LSUS has not finalized a distribution plan. The full \$6.2M must be distributed no later than 5/14/2022

**Update on Initiatives and/or Opportunities Associated with New Fiscal Year**

- LSUS has invested significant revenues from our success in online programs to retrofit campus classrooms, labs and support areas. In addition, we are completing a number of new learning/outreach focal areas that put LSUS at the cutting-edge of a number of important areas of importance to student learning, faculty research and the economic vitality of region. Of particular note:
  - The LSUS Cyber Collaboratory (CC), supported by a continuing \$1.2M LED grant. The Cyber Collaboratory was the anchor this summer for important K12 enrichment camps associated with

computer literacy and technology. The CC has enabled LSUS to become a “critical player” in the development of very strong collaboration efforts with Barksdale Air Force Base (Global Strike)

- The Exercise Science Lab, to feature a one of a kind atmospheric chamber in the state that will allow for research and testing of atmospheric processes at realistic but controlled conditions. The Lab will be the basis for several strong collaboration efforts between LSUS and the College of Allied Health at LSUHS
- The new Educational Resource Center is already serving as a catalyst in better connecting LSUS with K-12 in Northwest Louisiana and to better attract individuals to the K12 teacher profession
- LSUS is beginning its second year of ownership of campus housing, the Pilots Pointe Apartments. LSUS is continuing to retrofit units. Of particular importance, starting this fall, for the first time ever, the apartments will have robust internet service. In addition, engineering work is continuing on the design of the new car/pedestrian bridge over the bayou that separates campus housing from the main campus. The bridge will permit much quicker access for University Police to provide a safer LSUS housing environment
- LSUS has established a new position of Director of Auxiliary Services to oversee housing, food services and other related matters. Besides housing, described previously, LSUS has made significant improvements to The Port, in the University Center, and Stacks, in the Noel Memorial Library, to improve food/health quality, service and the overall experience for all, especially students
- The swimming pool in the Health & Physical Education Building, because of age, design and failures, must be closed. While the pool will be missed, it enables LSUS to now create a new recreation area in this space- something that has long been requested by students, especially those in the Pilots Pointe Apartments
- After keeping it vacant for three years, LSUS has filled the position of Associate Vice Chancellor for Academic Affairs. The new incumbent, Dr. Helen Wise, will help us align accreditation and assessment with the development of new programs and curricula. LSUS plans to put forward at least two new academic program offerings, in the technology and health care areas, to the LSU Board of Supervisors and Board of Regents
- The LSUS Advancement Council has been reinstated with a comprehensive list of action items to better position LSUS to successfully complete the LSU major campaign. A major goal for the Council is to set target naming opportunities expectations for likely naming rights matters
- LSUS invested significantly in its Science and research programming. We upgraded and renovated our Science Lecture Auditorium with better technology and increased spacing for students to take notes, and we added device-charging capability at every seat. In addition we thoroughly cleaned the Science building and removed outdated chemicals and clutter to improve the spaces for both teaching and research. These upgrades cost us \$1.5 million and further funding to continue enhancing science

equipment and lab space is vitally necessary, especially as we increase our collaborative programming with the Health Science Center

### **Major Continuing Challenges for LSUS beyond the New Fiscal Year**

- LSU Shreveport must continue to prioritize time, funds and efforts to increase undergraduate on-campus enrollment. LSUS has a comprehensive Strategic Enrollment Planning document that was developed with the professional assistance of Ruffalo Noel-Levitz. The LSUS Admissions Office has been restructured effective this year to more strongly enhance student recruiting efforts. LSUS has invested significant funds to retrofit campus facilities to greatly improve all aspects of a student's experience on campus. Greater focus will occur this year on the First Year Experience and the development of further new academic program options for students. The pandemic continues to be a challenge to change. However, LSUS is beginning to gain great lift from our significant hiring of new junior faculty over the past several years. There is a greater energy, focus and desire for change that will help LSUS better attract and, most importantly, retain to graduation undergraduate face-to-face students
- Salary compaction and below market issues, especially for long term faculty and staff who have had only two permanent pay raises since 2008, continue to be a major challenge for LSUS. Retention is a challenge for those individuals more capable of being mobile. This problem cannot be effectively addressed by LSUS without additional state funding
- As stated previously, LSUS is hopeful but uncertain whether the transition from Academic Partnerships to LSU Online will ultimately be successful. It is critical for the financial stability of LSUS that the transition be successful
- LSUS continues to be challenged by state statutes and regulations that prevent the carryover of "state" dollars from one fiscal year to another and by state purchasing requirements that items purchased not only be ordered but received by the end of a fiscal year. These rules may have made sense when traditional academic calendars existed. Today, LSUS, as most other state public higher education institutions, enroll students in programs in many different, overlapping terms of study. There no longer is a summer "down" time. The current state rules negatively impact budget planning, effectiveness and efficiency. This is an especially frustrating situation given that the state appropriation to LSUS is approximately \$10.8M of a total \$66.8M dollar budget

### **LSU Pennington Biomedical Research Center**

The 2021-2022 state operating budget for Pennington Biomedical represents a \$3,285,409 increase compared to FY 2020 -2021. This increase will allow us to sustain our critical research programs and core facilities and help to maintain our competitiveness in an increasingly competitive research landscape.

As in prior years, the majority of the state appropriated funds are used to maintain an adequate research infrastructure and to support the closely related function of academic support for research to allow our faculty to compete for extramural funding research. Given the current funding situation at a federal level, it is important that Pennington Biomedical researchers continue their preeminently successful quest for regular federal grant awards. We continue to stress diversity in our research portfolio and focus on grant applications from the private sector and other foundations. We are continuing a trend toward changing the institutional model and striving for more industry partnerships toward our goal to increase revenue generation. Although the COVID-19 pandemic curtailed our momentum in FY 2020, our implementation of initiatives for clinical services, including treatment, is notably beginning to return to pre COVID levels.

Our spending on the academic support function is focused on core support units to our research efforts such as Clinical Chemistry, Cell Biology, Imaging, Comparative Biology, Exercise Testing, Animal Metabolism and Behavior, Mass Spectrometry, Genomics, Transgenics, and the Clinical Trials Unit. We have maintained our continuing assessments of use and cost of all core services, and based on these assessments, we continue to optimize those operations.

We continually strive to maintain a tight and efficient administrative infrastructure despite increasing mandated costs. Our administrative costs have been reduced in order to maintain effective research funding. We continue to optimize the FTE count on the administrative side, taking every opportunity to leverage a shared services model. In addition to using state appropriations to provide a level of base support to existing research programs and core support units, Pennington Biomedical executive management has used a part of its state appropriation throughout the Center's 30+ year history as seed funding for new research programs and to match federally funded grants. Pennington Biomedical management will continue to look for any opportunities to expand research programs and fund new scientists and directors.

### **LSU Health Sciences Center in New Orleans**

The Fiscal Year 2021-22 appropriation for the LSU Health Sciences Center in New Orleans Campus (LSUHSC-NO) is \$152.5 million. This represents a net increase of \$8.9 million in comparison to the final appropriation of \$143.6 million for Fiscal Year 2020-21. It should be noted, however, that actual revenue received in FY 2020-21 was only \$141.2 million, a shortage from budget in that year of approximately \$2.4 million. The shortage consisted of budgeted fees and self-generated revenue that did not materialize. The LSUHSC-NO's FY 2021-22 appropriation was increased in large part due to the \$5.4 million increase in general fund replacing general funds that were reduced in our FY 2020-21 budget and swapped for federal Higher Education Emergency Relief funds due to the coronavirus pandemic provided in FY 2019-20; \$2.7 million to provide for increased mandated costs; \$570 thousand for a faculty pay plan; \$100 thousand for dental forensic setup for Louisiana's Mass Disaster team, an additional \$1.2 million in general fund operating funds as a result of increased formula funding and a small adjustment of \$29 thousand in SELF funds.



## LSUHSC-NO Spending Priorities in FY 2021-2022:

### Salary Adjustments

#### *Civil Service Market Adjustments:*

Pursuant to changes in the civil service rules, annual performance adjustments/Merit increases were abolished effective July 1, 2018 and instead all eligible classified employees receive an annual increase in accordance with the new Market Adjustment Rule (CSR 6.32). Effective July 15<sup>th</sup> of each fiscal year, eligible classified employees receive a market adjustment. A market adjustment is an adjustment to an employee's base pay based upon the employee's position within his/her pay range.

In order to be eligible for a market adjustment, a classified employee must have been employed (at a state entity) six months preceding the disbursement date of July 15<sup>th</sup> of each year. The following employees shall not be eligible for market adjustments:

- Any classified employee who received an overall performance evaluation of Needs Improvement/Unsuccessful on their last official performance evaluation.
- When Actually Employed (WAE) employees.

Eligible classified employees will receive a base pay increase through a market adjustment annually on July 15<sup>th</sup>. The Percentage amount granted to an employee will be determined by identifying where their current hourly rate falls within his/her pay range. Eligibility percentages are below:

Hourly Rate at Minimum up to 1 <sup>st</sup> Quartile	Hourly Rate above 1 <sup>st</sup> Quartile up to the Midpoint	Hourly Rate above the Midpoint up to the 3 <sup>rd</sup> Quartile	Hourly Rate above 3 <sup>rd</sup> Quartile up to the Maximum
4%	3%	2%	2%

The civil service market adjustments for 336 employees come with an annual increase of \$443,719 including fringe benefits.

#### *Faculty Promotion and Tenure Adjustments:*

Effective July 1, 2021, the Health Sciences Center granted salary increases for faculty who have earned promotions in rank. Increases range between 6% and 12%. These faculty promotions come with an annual increase of \$772,677 including fringe benefits as follows:

Previous Title	Promotion Title	Number of Positions	FY 22 Annual Increase with Related Benefits
Instructor Clinical	Assistant Professor Clinical	2	\$18,377
Clinical Assistant Professor	Clinical Associate Professor	6	\$50,517

Assistant Professor Clinical	Associate Professor Clinical	18	\$268,643
Associate Professor	Professor	6	\$132,904
Associate Professor Clinical	Professor	1	\$23,453
Associate Professor Clinical	Professor Clinical	7	\$111,294
Instructor	Assistant Professor Clinical	2	\$32,505
Assistant Professor	Associate Professor	3	\$59,990
Clinical Associate Professor	Clinical Professor	1	\$12,611
Clinical Assistant Professor	Associate Professor Clinical	1	\$11,131
Assistant Professor Clinical	Associate Professor – Tenure Track	1	\$14,076
Assistant Professor Clinical/Assistant Director Nurse Practitioner Programs	Associate Professor Clinical	1	\$17,685
Associate Professor Research	Associate Professor Research	1	\$19,491
Total LSUHSCNO Annual Increase		50	\$772,677

*Bringing Post-Doctoral researchers and fellows to the NIH minimum suggested salary:*

Effective July 1, 2021, the Health Sciences Center granted salary increases for post-doctoral researchers and post-doctoral fellows whose salary were below the posted NIH suggested salary of \$53,760. These adjustments come with an annual increase of \$3,386 inclusive of related benefits for 21 post-doctoral researchers and an annual increase of \$55,077 inclusive of related benefits for 14 post-doctoral fellows.

*Two Percent Cost of Living Increase for Faculty and Staff:*

Effective July 1, 2021, the Health Sciences Center granted a 2% cost of living salary increase for eligible employees. Those deemed eligible were those full time and part time employees that were in an eligible position on the payroll as of January 1, 2021 and remained in an eligible position defined as follows:

- Employees whose classified indicators are A (Academic), F (Faculty), or U (Unclassified)
- Summary of positions EXCLUDED:
- Classified, Gratis, Fellows, Trainee Fellows, Intern-Non-Medicals, Graduate Assistants, Student Workers, House Officers, Unclassified POAs, and WAEs.

This COLA came at an annual cost of \$4,131,755 inclusive of related benefits.

Because leadership is well aware of the State's fiscal condition, our University has placed an emphasis on creating and enhancing alternative sources of funding:

- LSUHSC-NO continues to seek new and/or expanded relationships with private and not-for-profit health care entities. We hope to have increases in revenue from private contracts this fiscal year.
- LSUHSC-NO will receive capital outlay appropriations and other self-generated funds to repurpose the LSU Interim Hospital for the purpose of enhancing the LSUHSC-NO footprint including the construction and operation of a Center for Advanced Learning and Simulation.
- LSUHSC-NO continues to explore new and innovative public-private partnerships to maximize revenue and utilize the transferred buildings including parking in support of repurposed buildings, housing for residents, students, and faculty, and clinics in support of Graduate Medical Education.

The University also continues to focus on:

- Advancing a learning environment of excellence
- Enhancing the quality of educational programs
- Growing our reputation as a national leader in biomedical research and cancer research
- Improving access and quality of care to citizens, while promoting disease prevention and health awareness
- Building strong community partner relationships
- Protecting the safety and security of the University against the Coronavirus Pandemic with a targeted focus on testing and research.

### **LSU Health Science Center in Shreveport**

**Mission:** The mission of Louisiana State University Health Sciences Center at Shreveport (LSUHSC-S) is to teach, heal, and discover to advance the well-being of the region and beyond.

**LSU's "Safety Net" Legal Obligation:** Louisiana Revised Statute 17:1519 "providing medical care to any resident of the state of Louisiana, including the medically indigent (any person whose income is below two hundred percent of the Federal Poverty level) and uninsured population."

### **Long Term Financial Goals:**

LSUHSC-S's path forward to financial stability and reducing the dependence on State Funding is to expand the clinical operations and increase the revenue generated from these operations. For the Education and Research programs, the goal is to maximize non-SGF revenue and ensure we are focused on the core activities necessary for us to successfully meet our mission.

### **Education**

- Continue to prepare materials for response to 12 standards for Liaison Committee on Medical Education (LCME) accreditation review scheduled for Spring of 2022

- Develop all details related to construction and opening of New Medical Education and Wellness Building (Projected Opening January 2023)
  - The new Education Building, LSUHSC-S will have the facilities to expand the Medical School class size from 150 to 200 students per year
- Evaluation of the creation of a Department of Medical Education in the future
  - LSUHSC-S is in the process of creating a Department of Medical Education within the School of Medicine and will draw from many existing sections including Simulation, Surgical Skills, the Library, existing programs and include new sections, personnel, and recruitment to enhance medical education with appropriate resources to optimize the Medical Education experience for our students with LSU Health Sciences Center
- Continue work on newer educational programs within the School of Medicine, the Graduate School, and the Allied Health School
  - The School of Graduate Studies is creating an education enrichment track for students wishing to pursue entrepreneurial endeavors involving biomedical sciences
  - Joint programs such as Joint Masters of Science Program have been approved with LSU Shreveport undergraduate campus and work is being done to provide resources for success
  - Expansion with appropriate resources has been approved to improve the MD-PhD combined Program
  - Discussion has begun with LSU Shreveport and the Allied Health School to develop a combined MD-MBA and MD-MPH Program in the future
- Strategic Growth of Allied Health Programs
  - Numerous new Programs and expansion have been proposed and approved
  - Consider PA and PT program capacity for strategic cohort size increases or distance offerings (expansion campuses); PA after 2024 for accreditation reasons
- Feasibility studies have been completed for a new Dental School and a new Nursing School at LSU Health Sciences Center in Shreveport

**Clinical Operations Growth with Hospital Partner**

- Continue to address the \$120.0 million of deferred maintenance at OLHS Kings Highway Facilities
  - Budgeted to spend \$30.0 million a year for the next 3 years
  - Continue converting double occupancy rooms to single occupancy rooms, when completed we will have over ninety percent of our beds as single occupancy rooms
  - Expand ICU beds at the Academic Medical Center
- Continue to open Outpatient clinics across the Shreveport and Monroe markets
  - Continue to expand Primary Care and Urgent Care Clinics in North East and North West Louisiana
  - Open primary care and multispecialty clinics in Bossier City
  - Open clinics in underserved areas of Shreveport
- Grow Inpatient operations in Monroe
  - Expand Cancer and multispecialty services
  - Expand Healthcare Facilities and Services at Monroe campus
  - Pursue Level III trauma status and stroke certification for the OLHS Monroe Campus
- Continue to expand Medical Services at OLHS/St. Mary's Hospital (Former Christus Hospital)
- Continue to Expand Behavioral Health capabilities at Louisiana Behavioral Health

**Research**

- Recruit translational and basic science cancer researchers consistent with the research themes and goals of the new Cancer Center Director and institutional strengths
- Recruit new research faculty in both the clinical and basic science departments across research areas involving established centers in cardiovascular, neurobiology and brain health, and addiction sciences
- Establish a clinical and translational research center focusing on health disparities and population health

- Centralize clinical and translational research efforts under one central organization structure
- Identify a medical director and administrative support overseeing operations of the center
- Establish a large animal research facility enabling federal and clinical translational research
  - Augment the LSU Health Shreveport large animal facility with state-of-the-art infrastructure (located in Stonewall, LA.)
  - On board a director of research activities overseeing the animal facility and its operations
- Expand Technology Transfer and commercialization of biomedical discoveries
  - Create both educational and development programs increasing tech transfer awareness and submissions that continue growth of institutional tech transfer
  - Identify and establish public-private partnerships that will enhance commercialization of institutional technology into the private sector

### **Enhanced Well-Being**

Construction of the **Center for Medical Education and Wellness** building will address the issues reported by LCME of “strains on current recreational space”. The Center for Medical Education and Wellness began construction in July of 2021 and should open July of 2023. In the interim, students will have a tremendous increase in quiet study space with on the ground floor of the library (4,719 square feet) currently being renovated for those purposes. In addition, there will be a 555 square foot space also on the ground floor of the library designated for student socialization complete with vending machines, a large screen TV and comfortable furnishings. An additional 925 square feet, comprised of three different areas, is also being renovated on the ground floor of library to provide dedicated meeting space for students. The total amount of footage, soon to be available to students, will be 6,199 square feet. The current student center is 3,007 square feet and is comprised of 1,582 square feet of usable indoor space and 1,425 of exterior usable space.

Dedicated Institutional Wellness Program to provide avenues of participation for all faculty, staff, and students to enhance emotional, physical, social, workplace and societal well-being. This includes the implementation of a 24/7 Confidential Support Crisis Hotline, the creation of Outdoor and Indoor 1 mile marked pathways and 50% healthier options in all of LSUHS vending machines. Upon the completion of **the Center for Medical Education and Wellness**, it will provide a vital and needed wellness journey that connects mind, body and nature. Located primarily on the first floor, but covering 21,500 square feet in total, the center will be accessible to all students, residents, fellows, staff, faculty, and community audiences.

**LSU Health Care Service Division**

For FY2021, the LSU Health Care Services Division (HCSD) is appropriated a budget of \$67,837,530. Major changes in the budget are as follows:

- Lallie Kemp Regional Medical Center (LAKMC) was provided with twelve months of funding in the FY2022 budget. State General Fund changed from \$24,766,943 to \$24,983,780 for FY2022. State General Fund increase consist of \$216,010 Risk Management Increase, and decrease (\$1,637) for civil service and increase \$ 2,464 Office of State Procurement. FY 2022 has market rate adjustment for salaries of \$885,692 and Risk Management \$256,764 in IAT, Self- Generated, Federal, and a reduction of (\$4,357,746) which was the Supplemental Bill of the 2021 Regular Session (House Bill No. 516) that was the current costs associated with the operation of Lallie Kemp Regional Medical Center. The total budget for FY2022 is \$64,839,077
- HCSD's central office operations were moved off budget and therefore does not have a budget appropriation
- As a result of the public-private partnership, several legacy costs remain with HCSD. Retiree's group insurance and risk management make up the majority of these costs for FY2022. Other legacy costs include, but are not limited to, record storage, personnel cost, and legal fees. \$20,510,471 was added to the FY2022 budget to cover these costs.

Additionally:

- During 2013 and 2014, HCSD transitioned six of its seven hospitals to public-private partnerships. The partnerships are designed to support the HCSD mission by providing new resources for patient care and teaching. It is HCSD's priority to provide supportive services to our partners to ensure that the mission is upheld. These services include IT systems and support, and accountable care services
- It is a priority of HCSD to maintain existing programs, at current levels, and continued access to quality care at LAKMC
- Lallie Kemp Regional Medical Center received total of \$5,329,669 Cares Act Provider Relief Funding-Direct from Federal Government in FY20 thru FY21

Lallie Kemp Regional Medical Center was provided with twelve months of funding in the FY2022 budget. State General fund is \$24,983,780 for FY2022. Lallie Kemp Regional Medical Center aligns the means of financing based on the current payer mix. Lallie Kemp Regional Medical Center budget in State General fund was increased by \$216,837 due to an increase in the Risk Management cost and Office of State Procurement fees and decrease in Civil Service fees . It is the priority of HCSD to maintain existing programs, at current levels, and continued access to quality care at Lallie Kemp Regional Medical Center.



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## Board of Supervisors

### PROPERTY & FACILITIES COMMITTEE

BOARD OF SUPERVISORS MEETING | SEPTEMBER 10, 2021





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## Board of Supervisors

### Request for Approval of the FY 2022-2023 Five-Year Capital Outlay Budget Request and First Year Prioritized List for Louisiana State University

**Date:** September 10, 2021

#### 1. Bylaw Citation

Pursuant to Article VII, Section 2

- A. Board approval of any capital outlay request or item, or approval of an operating budget, shall not be considered direct or indirect approval of any program or action, or authority to anyone to proceed in undertaking such matter, unless such matter relating to an approved capital outlay is separately and expressly approved by the Board after full compliance, review, and specific approval by the Board or President.
- B. Capital outlay prioritization must be approved by the Board or by the Executive Committee.

#### 2. Summary of Matter

The Division of Administration requires that annual Capital Outlay Budget Requests, which includes projects proposed to be undertaken within the next five years, be submitted no later than November 1<sup>st</sup>. Proposed projects will renovate, repair and construct facilities and infrastructure to meet the needs of teaching, research, service, and health care programs of Louisiana State University.

#### 3. Review of Business Plan

To be submitted and reviewed for revenue bond projects.

#### 4. Fiscal Impact

Operation and maintenance cost will increase with new construction projects, deferred maintenance and utility costs will decrease with renovation projects.

#### 5. Description of Competitive Process

Not Applicable

#### 6. Review of Legal Documents

N/A

#### 7. Parties of Interest

None.

#### 8. Related Transactions

Where Applicable and when appropriate, auxiliary revenue bonds documents will be provided to the Board for consideration.

#### 9. Conflicts of Interest

None.

#### **10. Attachments**

1. FY2022-2023 5-Year Plan
2. 2022-2023 LSU System First Year Prioritized Project List

#### **RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College that the following list of projects to be submitted to the Division of Administration in accordance with the provisions of La. R.S. 39:101 *et seq.* and first year prioritized project list is approved and;

**BE IT FURTHER RESOLVED**, that the President of Louisiana State University, or their designee, is hereby authorized to make adjustments as necessary in this request as circumstances dictate, including technical corrections, increasing or decreasing the amount requested for individual projects by not more than twenty percent (20%) of the amount approved in this resolution, combining or renaming projects and/or changing sources of funds and to add self-generated projects with individual project costs of less than \$1 million without further approval by the Board, provided, however, that such project additions be reported to the Board.

**BE IT FURTHER RESOLVED** that transactions included or referred to in the capital outlay request that otherwise require Board approval are not approved by inclusion in the capital outlay request per Article VII, Section 2A of the Bylaws.

**INSTITUTION: LSU SYSTEM  
5-Year Capital Outlay Plan  
FY 2022-2023-FY 2026-2027**

updated 8/27/2021

Campus Priority	Project Type (E, C, N, SG)	Institution	Project Request Title	Funding Source (GOB, Rev Bond, S/G)	Previous Funding	FY 2022-23 (Year 1)	FY 2023-24 (Year 2)	FY 2023-24 (Year 3)	FY 2024-25 (Year 4)	FY 2025-26 (Year 5)	Total
1	C	LSU A&M	Science - Strategic Capital Plan Repairs and Upgrades - Food Science Renovation, New Science Building, Infrastructure and Utilities, Planning and Construction	S/G/GOB	\$33,000,000	\$20,000,000	\$28,000,000	\$27,000,000	\$0	\$0	\$108,000,000
2	C	LSU A&M	H.P. Long Field House Renovation, Planning and Construction	S/G/GOB	\$14,050,000	\$14,950,000	\$0	\$0	\$0	\$0	\$29,000,000
3	C	LSU A&M	Strategic Capital Plan – Deferred Maintenance for Infrastructure, Renovations and Streets	GOB	\$4,000,000	\$3,000,000	\$14,000,000	\$14,000,000	\$0	\$0	\$35,000,000
4	N	LSU A&M	Library – Strategic Capital Plan Repairs and Upgrades	GOB	\$0	\$14,000,000	\$69,000,000	\$68,000,000	\$0	\$0	\$151,000,000
5	C	LSU A&M	Historic Core – Strategic Capital Plan Repairs and Upgrades	S/G/GOB	\$2,000,000	\$2,000,000	\$11,000,000	\$11,000,000	\$11,000,000	\$11,000,000	\$48,000,000
6	C	LSU A&M	Veterinary Medicine Facilities Repairs	S/G/GOB	\$10,000,000	\$10,000,000	\$10,000,000	\$0	\$0	\$0	\$30,000,000
7	SG	LSU A&M	Student Health Center Renovation and Addition	S/G/RB	\$4,000,000	\$23,890,000	\$0	\$0	\$0	\$0	\$27,890,000
8	N	LSU A&M	New Offsite Storage	GOB	\$0	\$0	\$1,300,000	\$11,700,000	\$0	\$0	\$13,000,000
9	N	LSU A&M	LSU Library Demolition & Quad Restoration	GOB	\$0	\$0	\$1,200,000	\$10,300,000	\$0	\$0	\$11,500,000
10	N	LSU A&M	Utilities, Infrastructure and Street Improvements	GOB	\$0	\$0	\$4,000,000	\$18,000,000	\$18,000,000	\$0	\$40,000,000
11	N	LSU A&M	LSU Exterior Repairs, Various Buildings	GOB	\$0	\$0	\$3,000,000	\$3,000,000	\$3,000,000	\$0	\$9,000,000
											\$0
<b>Total</b>					<b>\$67,050,000</b>	<b>\$87,840,000</b>	<b>\$141,500,000</b>	<b>\$163,000,000</b>	<b>\$32,000,000</b>	<b>\$11,000,000</b>	<b>\$502,390,000</b>

Campus Priority	Project Type (E, C, N, SG)	Institution	Project Request Title	Funding Source (GOB, Rev Bond, S/G)	Previous Funding	FY 2022-23 (Year 1)	FY 2023-24 (Year 2)	FY 2023-24 (Year 3)	FY 2024-25 (Year 4)	FY 2025-26 (Year 5)	Total
1	N	LSUA	Student Success Center	S/G/GOB	\$1,000,000	\$5,000,000	\$4,000,000	\$0	\$0	\$0	\$10,000,000
2	E	LSUA	Remote Boiler project	GOB		\$813,600	\$0	\$0	\$0	\$0	\$813,600
3	N	LSUA	Business & Education Building	GOB		\$1,421,000	\$12,789,000	\$0	\$0	\$0	\$14,210,000
4	N	LSUA	Bolton Library/Coughlin Hall HVAC Replacement Project	GOB		\$700,000	\$0	\$0	\$0	\$0	\$700,000
5	N	LSUA	Bolton Library Exterior Reconditioning	GOB		\$350,000	\$300,000	\$0	\$0	\$0	\$650,000
6	N	LSUA	Bolton Library Flooring Replacement	GOB		\$1,212,750	\$0	\$0	\$0	\$0	\$1,212,750
7	N	LSUA	Campus Wide Direct Digital HVAC Control System	GOB		\$498,000	\$498,000	\$0	\$0	\$0	\$996,000
8	N	LSUA	Fitness Center Exterior Project	GOB		\$300,000	\$0	\$0	\$0	\$0	\$300,000
9	N	LSUA	Water System Booster Pump Replacement	GOB		\$110,000	\$110,000	\$0	\$0	\$0	\$220,000
10	N	LSUA	Water System Ground Storage Tank Upgrade	GOB		\$0	\$0	\$300,000	\$0	\$0	\$300,000
											\$0
<b>Total</b>					<b>\$0</b>	<b>\$5,405,350</b>	<b>\$13,697,000</b>	<b>\$300,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$19,402,350</b>

**INSTITUTION: LSU SYSTEM  
5-Year Capital Outlay Plan  
FY 2022-2023-FY 2026-2027**

updated 8/27/2021

Campus Priority	Project Type (E, C, N, SG)	Institution	Project Request Title	Funding Source (GOB, Rev Bond, S/G)	Previous Funding	FY 2022-23 (Year 1)	FY 2023-24 (Year 2)	FY 2024-25 (Year 3)	FY 2025-26 (Year 4)	FY 2026-27 (Year 5)	Total
1	C	LSUE	Manuel Hall Exterior Wall/Roof Repair	GOB	\$1,260,000	\$1,500,000		\$0	\$0	\$0	\$2,760,000
2	N	LSUE	STEAM Innovation Center Construction Phase I	GOB	\$0	\$2,244,266	\$24,302,662	\$1,297,552	\$0	\$0	\$27,844,480
3	N	LSUE	Athletic Complex Facility	S/G/GOB	\$0	\$6,000,000	\$6,000,000	\$0	\$0	\$0	\$12,000,000
4	E	LSUE	Energy Management System Replacement	GOB	\$0	\$625,000	\$625,000	\$0	\$0	\$0	\$1,250,000
5	E	LSUE	Library Elevator	GOB	\$0	\$750,000	\$0	\$0	\$0	\$0	\$750,000
6	E	LSUE	Electrical Loop System Replacement	GOB	\$0	\$7,339,000	\$0	\$0	\$0	\$0	\$7,339,000
7	N	LSUE	STEAM Innovation Center Renovation Phase II	GOB	\$0	\$0	\$0	\$1,394,824	\$15,104,240	\$806,436	\$17,305,500
											\$0
			<b>Total</b>		<b>\$1,260,000</b>	<b>\$18,458,266</b>	<b>\$30,927,662</b>	<b>\$2,692,376</b>	<b>\$15,104,240</b>	<b>\$806,436</b>	<b>\$69,248,980</b>

Campus Priority	Project Type (E, C, N, SG)	Institution	Project Request Title	Funding Source (GOB, Rev Bond, S/G)	Previous Funding	FY 2022-23 (Year 1)	FY 2023-24 (Year 2)	FY 2023-24 (Year 3)	FY 2024-25 (Year 4)	FY 2025-26 (Year 5)	Total
1	N	LSUS	Building Exterior Walls and Bridge Replacement	GOB	\$3,000,000	\$100,000					\$3,100,000
2	E	LSUS	Electrical Switch Gear and infrastructure Replacement	GOB	\$0	\$811,000	\$540,000	\$540,000	\$540,000	\$540,000	\$2,971,000
3	N	LSUS	Boiler Installation Renovation (B&E, BH, HP&E,UC)	GOB	\$0	\$410,000	\$1,000,000	\$1,000,000		\$0	\$2,410,000
4	N	LSUS	Campus Elevator Modernization	GOB	\$0	\$810,000					\$810,000
5	N	LSUS	Science Building Roof Replacement	GOB	\$0	\$85,000	\$865,000			\$0	\$950,000
6	N	LSUS	Business Education Roof Replacement	GOB	\$0	\$1,045,000			\$0	\$0	\$1,045,000
7	N	LSUS	Technology Center Roof Replacement	GOB	\$0	\$78,000	\$730,000		\$0	\$0	\$808,000
8	N	LSUS	Administration Building Roof Replacement	GOB	\$0	\$95,000	\$965,000		\$0	\$0	\$1,060,000
9	N	LSUS	Bronson Hall Roof Replacement	GOB	\$0	\$95,000	\$950,000		\$0	\$0	\$1,045,000
10	N	LSUS	Campus Ring Road Concrete Repair & Sealing	GOB	\$0	\$356,100	\$0	\$0	\$0		\$356,100
11	N	LSUS	Campus Wide HVAC and Humidity Control Modernization	GOB	\$0	\$800,000	\$350,000	\$350,000	\$350,000		\$1,850,000
12	N	LSUS	Technology Center AHU and Boiler Replacement	GOB	\$0		\$900,000				\$900,000
13	N	LSUS	Science Building Renovation & Lab Modernization	GOB	\$0		\$1,252,000	\$1,268,000	\$1,000,000	\$1,000,000	\$4,520,000
14	N	LSUS	HPE Renovation and Safety Compliance	GOB	\$0		\$1,152,900	\$1,000,000	\$1,000,000	\$1,000,000	\$4,152,900
15	N	LSUS	ADA Accessibility Compliance Upgrades	GOB	\$0		\$760,000				\$760,000
16	N	LSUS	Campus Wide Safety/Security Improvements	GOB	\$0		\$850,000				\$850,000
17	N	LSUS	Business and Education Building Renovation	GOB	\$0		\$1,000,000	\$1,000,000	\$2,390,000		\$4,390,000
18	N	LSUS	Bronson Hall Building Renovation	GOB	\$0		\$1,000,000	\$1,000,000	\$2,800,000		\$4,800,000
19	N	LSUS	Campus Wide Energy Conservation Initiatives	GOB	\$0				\$3,094,400		\$3,094,400
20	N	LSUS	Business Continuity Disaster Recovery Equipment	GOB	\$0			\$1,350,000			\$1,350,000
21	N	LSUS	Student Success Health & Wellness Center	RB	\$0			\$16,000,000			\$16,000,000
											\$0
			<b>Total</b>		<b>\$0</b>	<b>\$4,685,100</b>	<b>\$12,314,900</b>	<b>\$23,508,000</b>	<b>\$11,174,400</b>	<b>\$2,540,000</b>	<b>\$54,222,400</b>

**INSTITUTION: LSU SYSTEM  
5-Year Capital Outlay Plan  
FY 2022-2023-FY 2026-2027**

updated 8/27/2021

Campus Priority	Project Type (E, C, N, SG)	Institution	Project Request Title	Funding Source (GOB, Rev Bond, S/G)	Previous Funding	FY 2022-23 (Year 1)	FY 2023-24 (Year 2)	FY 2023-24 (Year 3)	FY 2024-25 (Year 4)	FY 2025-26 (Year 5)	Total
1	C	AgCenter	Animal and Food Science Facilities Renovations and Modernizations Phase 2 & 3	GOB	\$30,469,800	\$6,857,704	\$6,817,934	\$6,634,637	\$9,218,091	\$0	\$59,998,166
2	C	AgCenter	Dean Lee Tornado Damage	GOB	\$0	\$2,160,000	\$0	\$0	\$0	\$0	\$2,160,000
3	C	AgCenter	Renewable and Natural Resources Exterior and Foundation Repairs/Weatherization	GOB	\$4,000,000	\$760,000	\$3,300,000	\$0	\$0	\$0	\$8,060,000
4	C	AgCenter	John M. Parker Parker Coliseum Renovations and Repairs	GOB	\$7,000,000	\$7,500,000	\$7,027,200	\$0	\$0	\$0	\$21,527,200
5	N	AgCenter	Martin D. Woodin Hall Renovations and Modernizations	GOB	\$0	\$0	\$4,952,000	\$7,648,000	\$0	\$0	\$12,600,000
6	N	AgCenter	Greenhouse Facilities Renovations - Gourrier Lane	GOB	\$0	\$0	\$400,000	\$4,000,000	\$0	\$0	\$4,400,000
7	N	AgCenter	Parker Coliseum - Emerging Technology Center	GOB	\$0	\$0	\$0	\$0	\$5,000,000	\$60,000,000	\$65,000,000
8	N	AgCenter	Biological & Agricultural Engineering Bldg.	GOB	\$0	\$0	\$0	\$0	\$1,248,000	\$14,092,000	\$15,340,000
											\$0
			<b>Total</b>		<b>\$41,469,800</b>	<b>\$17,277,704</b>	<b>\$22,497,134</b>	<b>\$18,282,637</b>	<b>\$15,466,091</b>	<b>\$74,092,000</b>	<b>\$189,085,366</b>

Campus Priority	Project Type (E, C, N, SG)	Institution	Project Request Title	Funding Source (GOB, Rev Bond, S/G)	Previous Funding	FY 2022-23 (Year 1)	FY 2023-24 (Year 2)	FY 2023-24 (Year 3)	FY 2024-25 (Year 4)	FY 2025-26 (Year 5)	Total
1	N	HCSD	Lallie Kemp Fuel Tank for generators	GOB		\$ 48,000.00	\$0	\$0	\$0	\$0	\$48,000
2	N	HCSD	Lallie Kemp HVAC Replacement	GOB		\$ 276,000.00	\$0	\$0	\$0	\$0	\$276,000
3	N	HCSD	Lallie Kemp Remodel Front Entrance	GOB		\$ 759,000.00	\$0	\$0	\$0	\$0	\$759,000
4	N	HCSD	Lallie Kemp Underground Plumbing, Sewer, and Storm Line Replacement	GOB		\$ 906,550.00	\$0	\$0	\$0	\$0	\$906,550
5	N	HCSD	Administrative and Business Office Roof Replacement	GOB		\$1,795,542	\$0	\$0	\$0	\$0	\$1,795,542
											\$0
			<b>Total</b>		<b>\$0</b>	<b>\$3,785,092</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,785,092</b>

**INSTITUTION: LSU SYSTEM  
5-Year Capital Outlay Plan  
FY 2022-2023-FY 2026-2027**

updated 8/27/2021

Campus Priority	Project Type (E, C, N, SG)	Institution	Project Request Title	Funding Source (GOB, Rev Bond, S/G)	Previous Funding	FY 2022-23 (Year 1)	FY 2023-24 (Year 2)	FY 2023-24 (Year 3)	FY 2024-25 (Year 4)	FY 2025-26 (Year 5)	Total
1	N	HSCNO	Center for Advanced Learning and Simulation Infrastructure and Equipment	GOB	\$0	\$11,000,000	\$12,600,000	\$11,000,000	\$0	\$0	\$34,600,000
2	C	HSCNO	Medical Education Building Laboratory Renovation and Supporting Infrastructure, Phase 1	S/G	\$10,000,000	\$4,000,000				\$0	\$14,000,000
3	C	HSCNO	Campus Stormwater Infrastructure <sup>2</sup>	S/G/GFD	\$2,900,000	\$4,000,000			\$0	\$0	\$6,900,000
4	N	HSCNO	Dental School Mechanical & Electrical Infrastructure Modernization and ADA Improvements	GOB	\$0	\$1,500,000	\$5,500,000	\$5,000,000	\$0	\$0	\$12,000,000
5	N	HSCNO	Lions Eye Reroofing	GOB	\$0	\$0	\$1,500,000	\$0	\$0	\$0	\$1,500,000
6	N	HSCNO	Elevated Walkway Structural, ADA, and Lighting Improvements	GOB	\$0	\$0	\$0	\$0	\$4,150,000	\$0	\$4,150,000
7	N	HSCNO	CSRB Waterproofing	GOB	\$0	\$0	\$0	\$0	\$0	\$1,000,000	\$1,000,000
											\$0
			<b>Total</b>		<b>\$12,900,000</b>	<b>\$20,500,000</b>	<b>\$19,600,000</b>	<b>\$16,000,000</b>	<b>\$4,150,000</b>	<b>\$1,000,000</b>	<b>\$74,150,000</b>

<sup>1</sup>includes \$4M self-generated funds in FY2022-23 (Year 1) in addition to the \$10M of previous funding from self-generated funds

<sup>2</sup> Previous funding includes \$1.9M in self-generated funds, \$1M in State General Fund (Direct); First year funding is self-generated.

Campus Priority	Project Type (E, C, N, SG)	Institution	Project Request Title	Funding Source (GOB, Rev Bond, S/G)	Previous Funding	FY 2022-23 (Year 1)	FY 2023-24 (Year 2)	FY 2023-24 (Year 3)	FY 2024-25 (Year 4)	FY 2025-26 (Year 5)	Total
1	C	LSUHS	Center for Medical Education & Wellness, Planning and Construction (Caddo)	GOB, S/G	\$37,250,000	\$18,750,000	\$16,000,000	\$0	\$0	\$0	\$72,000,000
2	C	LSUHS	Gross Anatomy Lab Expansion and Modernization, Planning and Construction (Caddo)	GOB	\$0	\$2,508,000	\$0	\$0	\$0	\$0	\$2,508,000
3	E	LSUHS	Comprehensive Emergency Water Supply Improvements, Planning and Construction (Caddo)	GOB	\$1,900,000	\$8,100,000	\$0	\$0	\$0	\$0	\$10,000,000
4	N	LSUHS	Determination Center, Planning and Construction (Caddo)	GOB	\$0	\$2,500,000	\$13,000,000	\$10,078,626	\$0	\$0	\$25,578,626
5	C	LSUHS	Medical School 10th Floor B-Building HVAC Replacement, Planning and Construction (Caddo)	GOB	\$0	\$500,000	\$4,600,000	\$0	\$0	\$0	\$5,100,000
6	N	LSUHS	Northeast Louisiana Cancer Center, Planning and Construction (Ouachita)	GOB	\$0	\$0	\$5,000,000	\$65,000,000	\$0	\$0	\$70,000,000
7	C	LSUHS	Campus-wide Pavement Replacement, Planning and Construction (Caddo)	GOB	\$0	\$0	\$300,000	\$2,098,460	\$0	\$0	\$2,398,460
											\$0
			<b>Total</b>		<b>\$39,150,000</b>	<b>\$32,358,000</b>	<b>\$38,900,000</b>	<b>\$77,177,086</b>	<b>\$0</b>	<b>\$0</b>	<b>\$187,585,086</b>

**INSTITUTION: LSU SYSTEM  
5-Year Capital Outlay Plan  
FY 2022-2023-FY 2026-2027**

updated 8/27/2021

Campus Priority	Project Type (E, C, N, SG)	Institution	Project Request Title	Funding Source (GOB, Rev Bond, S/G)	Previous Funding	FY 2022-23 (Year 1)	FY 2023-24 (Year 2)	FY 2023-24 (Year 3)	FY 2024-25 (Year 4)	FY 2025-26 (Year 5)	Total
1	C	PBRC	PBRC New Clinical Research Bldg, Imaging Center, & High-Tech Research Instrumentation & Equipment, Planning, & Construction	GOB	\$49,949,663	\$50,337	\$0	\$0	\$0	\$0	\$50,000,000
2	C	PBRC	Site Security Access System Upgrade	GOB	\$180,000	\$420,000	\$0	\$0	\$0	\$0	\$600,000
3	N	PBRC	Site Safety and Building Equipment Replacements	GOB		\$1,776,000	\$0	\$0	\$0	\$0	\$1,776,000
4	N	PBRC	Replacement of Underground Chilled Water & Hot Water Piping, Both Supply & Return	GOB	\$0	\$3,504,360	\$0	\$0	\$0	\$0	\$3,504,360
<b>Total</b>					<b>\$50,129,663</b>	<b>\$5,750,697</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$55,880,360</b>

Campus Priority	Project Type (E, C, N, SG)	Institution	Project Request Title	Funding Source (GOB, Rev Bond, S/G)	Previous Funding	FY 2022-23 (Year 1)	FY 2023-24 (Year 2)	FY 2023-24 (Year 3)	FY 2024-25 (Year 4)	FY 2025-26 (Year 5)	Total
1	N	LSU BOS	Emergency Projects All Campuses	GOB	\$1,900,000	\$11,536,000	\$8,785,000	\$6,000,000	\$6,000,000	\$0	\$34,221,000
1	E	LSU BOS	Life Safety & aDA Compliance	GOB		\$2,000,000	\$6,000,000	\$6,000,000	\$6,000,000	\$0	\$20,000,000
<b>Total</b>					<b>\$1,900,000</b>	<b>\$13,536,000</b>	<b>\$14,785,000</b>	<b>\$12,000,000</b>	<b>\$12,000,000</b>	<b>\$0</b>	<b>\$54,221,000</b>

<b>Total All Campuses</b>					<b>\$213,859,463</b>	<b>\$209,596,209</b>	<b>\$294,221,696</b>	<b>\$312,960,099</b>	<b>\$89,894,731</b>	<b>\$89,438,436</b>	<b>\$1,209,970,634</b>
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# LSU BOARD OF SUPERVISORS

August 27, 2021

## FY 2022-2023 Capital Outlay Recommendations in Priority Order

Campus Priority	System Priority	Project Type (E, C, N, SG)	Institution	Project Request Title	Funding Source (GOB, Rev Bond, S/G)	Previous Funding	FY 2022-23 (Year 1)	FY 2023-24 (Year 2)	FY 2023-24 (Year 3)	FY 2024-25 (Year 4)	FY 2025-26 (Year 5)	Total
1	1	E	BOS	Emergency Projects All Campuses	GOB	\$1,900,000	\$11,536,000	\$8,785,000	\$6,000,000	\$6,000,000	\$0	\$34,221,000
1	2	C	LSU A&M	Science - Strategic Capital Plan Repairs and Upgrades - Food Science Renovation, New Science Building, Infrastructure and Utilities, Planning and Construction	S/G/GOB	\$33,000,000	\$20,000,000	\$28,000,000	\$27,000,000	\$0	\$0	\$108,000,000
2	3	E	BOS	Life Safety & ADA Compliance	GOB	\$0	\$2,000,000	\$6,000,000	\$6,000,000	\$6,000,000	\$0	\$20,000,000
2	4	C	LSU A&M	H.P. Long Field House Renovation, Planning and Construction	S/G/GOB	\$14,050,000	\$14,950,000	\$0	\$0	\$0	\$0	\$29,000,000
1	5	C	HSCS	Center for Medical Education & Wellness, Planning and Construction (Caddo)	GOB, S/G	\$37,250,000	\$18,750,000	\$16,000,000	\$0	\$0	\$0	\$72,000,000
1	6	C	HSCNO	Center for Advanced Learning and Simulation Infrastructure and Equipment	GOB	\$0	\$11,000,000	\$12,600,000	\$11,000,000	\$0	\$0	\$34,600,000
3	7	C	AgCenter	Renewable and Natural Resources Exterior Repairs/Weatherization and Mechanical Systems Repair/Replacement	GOB	\$4,000,000	\$760,000	\$3,300,000	\$0	\$0	\$0	\$8,060,000
3	8	C	LSU A&M	Strategic Capital Plan – Deferred Maintenance for Infrastructure, Renovations and Streets	GOB	\$4,000,000	\$3,000,000	\$14,000,000	\$14,000,000	\$0	\$0	\$35,000,000
2	9	C	HSCNO	Medical Education Building Laboratory Renovation and Supporting Infrastructure, Phase 1	S/G	\$10,000,000	\$4,000,000	\$0	\$0	\$0	\$0	\$14,000,000
1	10	C	LSUE	Manuel Hall Exterior Wall/Roof Repair	GOB	\$1,260,000	\$1,500,000	\$0	\$0	\$0	\$0	\$2,760,000
1	11	C	AgCenter	Animal and Food Science Facilities Renovations and Modernizations Phases II, III & IV	GOB	\$30,469,800	\$6,857,704	\$6,817,934	\$6,634,637	\$9,218,091	\$0	\$59,998,166
4	12	N	LSU A&M	Library – Strategic Capital Plan Repairs and Upgrades	GOB	\$0	\$14,000,000	\$69,000,000	\$68,000,000	\$0	\$0	\$151,000,000
3	13	C	HSCNO	Campus Stormwater Infrastructure	S/G/GFD	\$2,900,000	\$4,000,000	\$0	\$0	\$0	\$0	\$6,900,000
1	14	C	LSUS	Building Exterior Walls and Bridge Replacement	GOB	\$3,000,000	\$100,000	\$0	\$0	\$0	\$0	\$3,100,000
1	15	N	LSUA	Student Success Center	S/G/GOB	\$1,000,000	\$5,000,000	\$4,000,000	\$0	\$0	\$0	\$10,000,000
2	16	N	LSUE	STEAM Innovation Center Construction Phase 1	GOB	\$0	\$2,244,266	\$24,302,662	\$1,297,552	\$0	\$0	\$27,844,480
6	17	C	LSU A&M	Veterinary Medicine Facilities Repairs	S/G/GOB	\$10,000,000	\$10,000,000	\$10,000,000	\$0	\$0	\$0	\$30,000,000
3	18	N	LSUS	Boiler Installation Renovation (B&E, BH, HP&E,UC)	GOB	\$0	\$410,000	\$2,000,000	\$0	\$0	\$0	\$2,410,000
5	19	C	LSU A&M	Historic Core – Strategic Capital Plan Repairs and Upgrades	S/G/GOB	\$2,000,000	\$2,000,000	\$11,000,000	\$11,000,000	\$11,000,000	\$11,000,000	\$48,000,000
2	20	N	HSCS	Gross Anatomy Lab Expansion and Modernization, Planning and Construction (Caddo)	GOB	\$0	\$2,508,000	\$0	\$0	\$0	\$0	\$2,508,000
3	21	N	LSUE	Athletic Complex Facility	S/G/GOB	\$0	\$6,000,000	\$6,000,000	\$0	\$0	\$0	\$12,000,000
2	22	N	LSUA	Remote Boiler project	GOB	\$0	\$813,600	\$0	\$0	\$0	\$0	\$813,600
2	23	C	AgCenter	Dean Lee Tornado Damage	GOB	\$0	\$2,160,000	\$0	\$0	\$0	\$0	\$2,160,000
2	24	C	PBRC	Site Security Access System Upgrade	GOB	\$180,000	\$420,000	\$0	\$0	\$0	\$0	\$600,000
4	25	C	AgCenter	John M. Parker Coliseum Renovations and Repairs	GOB	\$7,000,000	\$7,500,000	\$7,027,200	\$0	\$0	\$0	\$21,527,200
4	26	N	LSUS	Campus Elevator Modernization	GOB	\$0	\$810,000	\$0	\$0	\$0	\$0	\$810,000
1	27	C	PBRC	PBRC New Clinical Research Bldg, Imaging Center, & High-Tech Research Instrumentation & Equipment, Planning, & Construction	GOB	\$49,949,663	\$50,337	\$0	\$0	\$0	\$0	\$50,000,000
4	28	N	HSCNO	Dental School Mechanical & Electrical Infrastructure Modernization and ADA Improvements	GOB	\$0	\$1,500,000	\$5,500,000	\$5,000,000	\$0	\$0	\$12,000,000
5	29	N	LSUS	Science Building Roof Replacement	GOB	\$0	\$950,000	\$0	\$0	\$0	\$0	\$950,000
3	30	N	LSUA	Business & Education Building	GOB	\$0	\$1,421,000	\$12,789,000	\$0	\$0	\$0	\$14,210,000



# LSU BOARD OF SUPERVISORS

August 27, 2021

## FY 2022-2023 Capital Oulay Recommendations in Priority Order

Campus Priority	System Priority	Project Type (E, C, N, SG)	Institution	Project Request Title	Funding Source (GOB, Rev Bond, S/G)	Previous Funding	FY 2022-23 (Year 1)	FY 2023-24 (Year 2)	FY 2023-24 (Year 3)	FY 2024-25 (Year 4)	FY 2025-26 (Year 5)	Total
6	31	N	LSUS	Business Education Roof Replacement	GOB	\$0	\$1,045,000		\$0	\$0	\$0	\$1,045,000
4	32	N	LSUA	Bolton Library/Coughlin Hall HVAC Replacment Project	GOB	\$0	\$700,000	\$0	\$0	\$0	\$0	\$700,000
3	33	N	PBRC	Site Safety and Building Equipment Replacments	GOB	\$0	\$1,776,000	\$0	\$0	\$0	\$0	\$1,776,000
2	34	N	HCSD	Lallie Kemp HVAC Replacement	GOB	\$0	\$276,000	\$0	\$0	\$0	\$0	\$276,000
5	35	N	LSUA	Bolton Library Exterior Reconditioning	GOB	\$0	\$350,000	\$300,000	\$0	\$0	\$0	\$650,000
7	36	SG	LSU A&M	Student Health Center Renovation and Addition	S/G/RB	\$4,000,000	\$23,890,000	\$0	\$0	\$0	\$0	\$27,890,000
12	37	N	HSCS	Determination Center, Planning and Construction (Caddo)	GOB	\$0	\$2,500,000	\$13,000,000	\$10,078,626	\$0	\$0	\$25,578,626
5	38	N	HSCS	Medical School 10th Floor B-Building HVAC Replacement, Planning and Construction (Caddo)	GOB	\$0	\$500,000	\$4,600,000	\$0	\$0	\$0	\$5,100,000
4	39	N	PBRC	Replacement of Underground Chilled Water & Hot Water Piping, Both Supply & Return	GOB	\$0	\$3,504,360	\$0	\$0	\$0	\$0	\$3,504,360
3	40	N	HCSD	Lallie Kemp Remodel Front Entrance	GOB	\$0	\$759,000	\$0	\$0	\$0	\$0	\$759,000
												\$0
<b>Total</b>						<b>\$215,959,463</b>	<b>\$191,541,267</b>	<b>\$265,021,796</b>	<b>\$166,010,815</b>	<b>\$32,218,091</b>	<b>\$11,000,000</b>	<b>\$881,751,432</b>



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## Board of Supervisors

### **Request from Pennington Biomedical for Approval of Agreements Related to Development of a Center of Excellence for Bariatric/Metabolic Surgery**

**Date: September 10, 2021**

#### **1. Bylaw Citation**

Pursuant to Article VII, Section 1 of the Bylaws of the Louisiana State University, the following are significant board matters.

C. Lease of Immovable Property

#### **2. Summary of Matter**

Pennington Biomedical has a unique opportunity to establish a center for Bariatric/Metabolic Surgery in Louisiana. Within four years, the Program is expected to generate \$100.7M in state revenues through a combination of wealth importation, reduced healthcare burden, research, technology development and medical tourism. The opportunity has arisen because of one of the world's leading bariatric surgeons is now on the faculty of Pennington Biomedical. Under this initiative, Dr. Schauer can combine his surgical and research interests in obesity. Pennington Biomedical will establish the Center in partnership with Our Lady of the Lake Hospital (LOL) and the LSU Health Sciences Center - New Orleans.

In order to take advantage of the opportunity presented, Pennington Biomedical was awarded from Louisiana Economic Development (LED) funds in the amount of \$5,898,000 to supplement its existing resources to support the establishment of a new bariatric surgery program to be led by Dr. Schauer and sustain the program for 3 years as it ramps up to its full potential. The funds will be used to renovate space to accommodate an outpatient clinic; secure equipment to furnish a pre-clinical laboratory that will be used to develop new surgical procedures and train surgical fellows; personnel and relocation; and strategic marketing.

The proposed infrastructure improvements of \$3.5M were used to renovate a portion of the Pennington Biomedical Imaging Center to include a waiting area, phlebotomy area, a nursing station, 7 exam rooms, filing and storage area, doctor's offices, and conference rooms. Our previous constructions have shown that approximately 60% of the total cost will be materials, with 80% of those materials being purchased in the state. With the remaining 40% being for labor, a total of \$1.64M represent direct expenditures in the state for materials and labor.

#### **3. Review of Business Plan**

## Lease

Pennington Biomedical will lease 10,017 SF of clinic and office space in the Biomedical Imaging Building at an annual rate of \$29.50 SF for a total of \$295,501.50 per year to Our Lady of the Lake Physicians Group, our partner in the new bariatric clinic. The \$29.50/sf rent amount proposed is within fair market value for similar clinical facilities.

Pennington Biomedical has executed a professional services agreement (PSA) to lease faculty and other clinic personnel to Our Lady of the Lake Physicians Group to support the bariatric clinic. The PSA will recover payroll expenses, including fringe benefits, for the time and effort provided by Pennington Biomedical personnel, in addition to an 18% program tax to provide a revenue stream for this new program.

As noted above, the annual lease revenue for this space will be \$295,501.50. The immediate and ongoing economic impact of this new program will be substantial. We expect that this new program will become a referral center for national and international bariatric cases, which will have a significant impact on the Louisiana economy from spending related to destination medical treatments.

### **4. Fiscal Impact**

No negative financial impact.

### **5. Description of Competitive Process**

Not applicable.

### **6. Review of Legal Documents**

These proposed agreements will be reviewed and approved by the Office of General Counsel prior to execution by the President.

### **7. Parties of Interest**

The following parties have an interest in and/or are involved in this transaction:

- Louisiana Department of Economic Development
- LSU Board of Supervisors
- Pennington Biomedical Research Foundation
- Our Lady of the Lake Physicians Group and OLOL Hospital
- LSU Health New Orleans

### **8. Related Transactions**

None.

### **9. Conflicts of Interest**

None.

**10. Attachments**

- I. Pennington BMI Lease
- II. Pennington BMI Lease-Redline

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby, authorize the President of Louisiana State University, or their designee, on behalf of Pennington Biomedical Research Center, and in consultation with the General Counsel's Office, to execute the lease as presented with Our Lady of the Lake Physicians Group.

**BE IT FURTHER RESOLVED**, the President is authorized to make adjustments to the lease determined to be in the best interest of the University.



## LEASE AGREEMENT

*The Board of Supervisors of Louisiana State University and Agricultural and Mechanical College represented by its Pennington Biomedical Research Center  
and  
Our Lady of the Lake Physician Group, L.L.C*

### 1. PARTIES:

This Lease Agreement (“Lease”) is made by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College represented by its **Pennington Biomedical Research Center** (the “Landlord”) and **Our Lady of the Lake Physician Group, L.L.C** (“Tenant”) (collectively referred to herein as “Parties” and individually as a “Party”) and is effective **September 12, 2021**, (“Effective Date”).

### RECITALS

WHEREAS, the Parties previously entered into that certain Lease Agreement dated March 6, 2020 by and between Landlord and Tenant for **5,094 square feet** of rentable space in that medical office building known as Building D having a physical address of 6400 Perkins Road, Baton Rouge, Louisiana 70808, with an Initial Term ending on March 5, 2022, (hereinafter identified as the “Initial Lease”).

WHEREAS, the Parties wish to terminate the Initial Lease in accordance with section 3.1(b) of the Initial Lease and enter into this new Lease for the Relocation Suite. The Initial Lease will terminate at midnight on the date immediately prior to the Effective Date.

### 2. LEASED PREMISES:

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord that property, identified on **Exhibit A** including all furniture, Fixtures and equipment identified on Exhibit A-1, and the Floor Plan on **Exhibit C**, attached hereto and incorporated herein (the “Leased Premises”), as is, where is.

### 3. TERM AND TERMINATION:

3.1. The term of this Lease shall begin on the Effective Date and shall terminate **twelve (12) months** thereafter on August 31, 2022 (the “Lease Expiration”), such term hereinafter referred to as the

initial term (the “Initial Term”) Each consecutive twelve (12) month period beginning on the Effective Date shall be referred to as a “Lease Year.”

3.2. Unless (a) either Party gives written notice to the other of the intent to terminate this Lease at least ninety (90) days prior to the Lease Expiration of its term, this Lease shall automatically be renewed for successive one year periods (the “Renewal Term”). The Initial Term and any Renewal Term are referred to herein as the “Term.” If the Lease is renewed, it shall be subject to the same covenants, terms and conditions contained in this Lease Agreement, except that Landlord, at its discretion, may adjust the fixed rental rate prior to any Renewal Term to reflect the fair market value of the Leased Premises using generally accepted valuation and appraisal practices in the locale where the Leased Premises is located and will provide Tenant with the adjusted Rent at least one hundred twenty (120) days prior to any Renewal Term.

3.3. In the event of legislation, safe harbor regulations, government rule or regulation, policy or governmental interpretation thereof that applies to this Lease and prohibits or invalidates this Lease or any of its provisions or causes Landlord or Tenant not to qualify under or otherwise be in violation (actual or potential) of any Medicare, Medicaid, or reimbursement regulations or other law or if Landlord’s continuing ability to qualify as a tax exempt Section 501(c)(3) corporation is in jeopardy (actual or potential) at any time, as determined by Landlord, then the Parties hereto shall either amend this Lease as reasonably required to bring its terms back into compliance within fifteen (15) days or Landlord or Tenant may immediately terminate this Lease without penalty.

3.4. In the event that the Professional Services Agreement entered into on March 24, 2020 between Tenant and the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College terminates, Tenant may terminate this Lease (the “Limited

Termination Option”) with thirty (30) days written notice to Landlord.

and improvement costs incurred prior to occupancy of the Leased Premises.

#### 4. RENTAL PAYMENTS:

- 4.1. Tenant agrees to pay base rent annually as set forth on **Exhibit B**, attached hereto and incorporated herein (collectively the “Rent”). Said Rent is payable in advance on or before the first day of each month, during the term of the Lease. Rent for any partial month shall be prorated for that month.
- 4.2. In addition to all other rights of Landlord, where rent is paid later than the tenth (10<sup>th</sup>) day of the month, the rent for that month shall be increased by 5% as late fee. Rent for less than one full month will be prorated accordingly.
- 4.3. Except as otherwise provided herein, the Rent detailed in Section 4.1 and **Exhibit B** includes full payment by Tenant for all services provided to the Leased Premises, including utilities, building operational expenses and common area maintenance charges (the “Operational Expenses”). Except as otherwise provided herein, Landlord is responsible for the payment of all utilities and other Operational Expenses as such bills are received by Landlord.

#### 5. SECURITY DEPOSIT:

Tenant is responsible for a security deposit of **\$0.00** subject to the terms of the security deposit agreement.

#### 6. USE OF PREMISES:

- 6.1. The Leased Premises will be used for **medical office and/or clinical space purposes** only.
- 6.2. Tenant shall comply, at Tenant's own cost and expense, with all applicable laws, ordinances, rules and regulations of any governmental authority pertaining to the use and occupancy of the Leased Premises.

#### 7. CONDITION AND MAINTENANCE:

- 7.1. Landlord shall maintain, in good condition and repair, at Landlord's expense, the structural systems, including the roof, load bearing and exterior walls and windows (including plate glass), openings and doors therein and floor slabs and masonry walls and furnishings and the exterior paint for the building.
- 7.2. Landlord shall be responsible for maintaining and making ordinary repairs to the interior of building and improvements, for the Leased Premises which are Landlord's responsibility for all those construction

- 7.3. Landlord is responsible for all plumbing associated within the Leased Premises, except where such problems are due to the activities of Tenant.
- 7.4. Landlord shall have responsibility for janitorial services and for trash removal, provided that Tenant deposits trash in a location in the Leased Premises as may be designated by Landlord. Biohazard services may be address by separate agreement.
- 7.5. At the termination of this Lease, by expiration of its term or otherwise, Tenant shall return the Leased Premises clean and in good order, the usual wear and tear excepted. Tenant shall make actual delivery of the keys to Landlord.
- 7.6. Tenant shall maintain the Leased Premises (including Tenant's equipment, personal property, and trade fixtures located in the Leased Premises) in their condition at the time they were delivered to Tenant, reasonable wear and tear excluded.
- 7.7. Tenant shall repair and replace special equipment or decorative treatments which are above Building Standard installed by or at Tenant's request and that serve the Leased Premises only.
- 7.8. Tenant acknowledges that Landlord has made no representation or warranty with respect to systems and/or procedures for the security of the Building, any persons occupying, using or entering the Building, or any equipment, furnishings, or contents of the Building. It is the sole responsibility of Tenant to provide for its security of person and/or property.
- 7.9. If Landlord fails to make any required repairs under this Lease after ten (10) days notice from Tenant, Tenant may repair or maintain the item, with Landlord's approval of contractor, without liability for any damage or loss to Landlord, and Landlord must immediately reimburse Tenant for such cost or Tenant may offset such costs against the Rent. Any such offset of such cost against the Rent shall not be an Event of Default under this Lease.

#### 8. ALTERATIONS:

- 8.1. Omitted
- 8.2. Except as otherwise set forth herein, Tenant will not make or allow to be made any alterations to or of the Leased Premises or any part of the Leased Premises or attach any fixtures or equipment to the Leased Premises without first obtaining Landlord's written consent. Tenant shall insure that all permitted

additions and alterations are done in a workmanlike manner. Tenant agrees to indemnify, defend and hold Landlord free and harmless from any construction liens that may be filed in connection with the work.

- 8.3. All additions, alterations or improvements made by Tenant, except furniture, furnishings, equipment and other movables belonging to Tenant that can be removed without doing any damage to the Leased Premises, shall become the property of Landlord, without charge, on the termination of the Lease.

## **9. RESPONSIBILITY FOR DAMAGES:**

- 9.1. Tenant will indemnify Landlord and hold Landlord harmless from and against any and all claims, actions, damages, liability and expenses, including attorney's fees as outlined below in Section 19, in connection with loss of life, personal injury and/or damage to property and or any other damage claims arising from or out of occupancy or use by Tenant of the Lease Premises or any occurrence in, upon or at the Leased Premises, or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, employees, representatives, contractors, servants, guests, and invitees, unless the same is occasioned wholly or in part by the willful misconduct or negligence of Landlord, its agents, employees representatives or other tenants.

- 9.2. To the extent allowed by law, Landlord will indemnify Tenant and hold Tenant harmless from and against any and all claims, actions, damages, liability and expenses, including attorney's fees as outlined below in Section 19, in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Leased Premises, or any part thereof, if occasioned wholly by any act or omission of Landlord, its agents, employees, representatives, contractors, servants, guests and invitees, unless the same is occasioned wholly or in part by the willful misconduct or negligence of Tenant, its agents, employees, representatives or other tenants.

## **10. DESTRUCTION OF LEASED PREMISES:**

If the Leased Premises are totally destroyed, or so substantially damaged as to be untenable, this Lease shall terminate as of the date of such destruction or damage and rental shall be accounted for as between Landlord and Tenant as of that date. If the Leased Premises are damaged but not rendered wholly untenable and the damage can be fully repaired in ninety (90) days, the rental shall abate in proportion to the damage to the premises and Landlord shall, at Landlord's option, restore the Leased Premises within said time limit, whereupon rent in full shall recommence. Should Landlord fail or refuse to fully repair the Leased Premises within ninety (90)

days, Landlord or Tenant may terminate this Lease agreement and no further compensation shall be due Tenant except abatement of Rent as stated herein.

## **11. EMINENT DOMAIN:**

- 11.1. If the whole of the Leased Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the Term of this Lease shall cease and terminate as of the date of title vesting in such transfer or proceeding and all rentals shall be paid up to that date. Any recovery associated with Eminent Domain shall belong to Landlord.

- 11.2. If any part of the Leased Premises shall be acquired or condemned as aforesaid, and in the event that such partial taking or condemnation shall render the Leased Premises unsuitable for Tenant's use, then the Term of this Lease shall cease and terminate as of the date when Tenant has knowledge of said fact and gives Landlord notice that Tenant desires to terminate the Lease. Rent shall be adjusted to the date of such termination.

## **12. INSURANCE:**

- 12.1. Landlord, at Landlord's expense, shall secure and maintain during the duration of this Lease the following insurance with a sound and reputable insurance company licensed to do business in this state:

12.1.1. Fire and Extended Coverage Policy covering the building(s) and other insurable improvements on the Leased Premises and Landlord owned furnishings, furniture, equipment, supplies and other contents of the building(s) insuring Landlord, Landlord's mortgagee and Tenant, as their interests may appear.

12.1.2. Comprehensive General Liability Policy, with contractual liability endorsement, against liability for injuries to persons and damage to property occurring in or about the Leased Premises, in amounts of not less than One Million and No/100 (\$1,000,000) Dollars for any single accident, which insurance shall be in the name of the Landlord.

- 12.2. Tenant covenants to provide and keep in full force and effect at Tenant's sole cost and expense, during the entire term of this Lease or any extension or renewal hereof, a comprehensive policy of public liability and property damage insurance protecting Landlord and Tenant against any liability for injury or death to any persons and or property occurring in, on or about the Leased Premises, or any

appurtenances thereto, with respect to the business operated by Tenant, Tenant agrees to carry insurance with an insurance carrier licensed to do business in the State of Louisiana, in an amount of not less than \$1,000,000 in respect to any one incident and \$3,000,000 in the aggregate for Bodily Injury and Property Damage including Products and Completed Operations, Personal Injury and Advertising Injury, and contractual liability. Tenant shall provide Landlord with a copy of all such insurance policies above referred to, or with an appropriate certificate of insurance indicating that all required insurance coverage is in full force and effect. It is understood that the limits of the insurance coverage above mentioned shall not be considered a limitation of the Tenant's indemnification in favor of the Landlord, the Tenant remaining responsible for any liabilities which exceed the amount of such insurance coverage provide for herein.

### **13. SIGNS OR DECORATIONS:**

Tenant shall not place or display any signs on the inside or outside of the Leased Premises or the Building, or make any changes to the appearance of the exterior of the Leased Premises including sidewalk without prior written approval of Landlord. Landlord is to approve or reject by written notice, within fifteen (15) days, after submission of changes by Tenant. If no written approval is received, no changes can be made.

### **14. RIGHT OF ENTRY AND POSTING OF SIGNS:**

14.1. Landlord reserves the right to enter the Leased Premises with or without others as necessary at reasonable times, outside of regular business hours, with reasonable notice to Tenant, in order to inspect the Leased Premises, and/or to undertake such repairs, and maintenance for which Tenant is responsible and has failed to perform, but which Landlord may deem necessary for the protection and preservation of the Leased Premises, but nothing contained in this paragraph shall be construed to require Landlord to make any repairs whatsoever. Notwithstanding, Landlord shall have the right to enter the Leased Premises at any time, without prior notice to Tenant, in the case of an emergency. However, Landlord shall give Tenant notice of such entry and the purpose thereof, as expeditiously as reasonably possible under the circumstances. Tenant shall provide Landlord with current contact information, including telephone number, for said immediate notification. Landlord shall retain at all times a set of keys to the premises for his own use for the above purpose and Tenant shall not change the locks on any exterior or interior doors. Should Tenant elect not to exercise its option to renew this Lease after the expiration of the primary term or any option

term thereafter, within ninety (90) days prior to the expiration of such Term, Landlord shall have the right to show the Leased Premises to prospective tenants of the Leased Premises and shall have the right to post "For Rent" signs during such period; provided, however, that Landlord (i) shall show the Leased Premises only during non-business hours and (ii) shall not interfere with or interrupt Tenant's care of patients or compromise patient privacy during such showings.

14.2. Notwithstanding anything contained in this paragraph to the contrary, Landlord shall use its best efforts to coordinate with Tenant so that such repairs, additions or alterations to be made to the Leased Premises do not interfere with Tenant's use of the Leased Premises. To the extent reasonably possible, all entry by Landlord shall be in the presence of a representative of Tenant and because of the nature of Tenant's business, Tenant reserves the right to keep certain rooms where confidential records are stored under lock and key. Entry to these rooms by Landlord shall be made only with permission from Tenant and in the presence of Tenant's representative.

### **15. ASSIGNMENT:**

Landlord shall not assign this Lease without the written consent of Tenant. Tenant may not sublet all or any portion of the Leased Premises.

### **16. DEFAULT OF TENANT:**

16.1. Any one or more of the following events shall constitute a breach of this Lease and, upon occurrence thereof, Tenant shall be in default hereunder:

16.1.1. Whenever Tenant shall fail to pay any installment of rent or any other sum payable by Tenant to Landlord or any third party under this Lease on the date upon which the same is due to be paid and such failure shall continue for fifteen (15) days after Tenant shall have been given written notice thereof.

16.1.2. Whenever Tenant shall fail to keep, perform, or observe any of the covenants, conditions, terms, or provisions contained in this Lease that are to be kept or performed by Tenant other than with respect to payment of rent or other liquidated sums of money, and Tenant shall fail to commence and take such steps as are necessary to remedy the same within thirty (30) days after Tenant shall have been given a written notice specifying the same, or having so commenced, shall thereafter fail to proceed diligently and with continuity to remedy the same;



16.1.3. Whenever an involuntary petition shall be filed against Tenant under any bankruptcy or insolvency law or under the reorganization provisions of any law of like import or a receiver of Tenant or for all or substantially all of the property of Tenant party shall be appointed without acquiescence, and such petition or appointment is not discharged within sixty (60) days after the happening of such event; or

16.1.4. Whenever Tenant shall be dissolved or liquidated, or whenever Tenant shall file a voluntary petition under any bankruptcy or insolvency law or under the reorganization provisions of any law of like import, or whenever Tenant shall fail within ninety (90) days to lift any execution, garnishment, or attachment of such consequence as will impair Tenant's ability to carry on its operations at the Leased Premises, or whenever Tenant shall make a general assignment for the benefit of Tenant's creditors, or shall enter into a release or composition with Tenant's creditors or whenever an Order for Relief shall be granted with respect to Tenant pursuant to Title 11 of the United States Code or whenever Tenant shall seek relief under any other law for the benefit of debtors.

16.2. If Tenant is in default under this Lease, Landlord, at its option, may, exercise any one or more of the rights and remedies granted by law.

16.2.1. Termination of this Lease by Landlord's notice, summary proceedings, or otherwise, shall not relieve Tenant of any liability hereunder and Tenant shall remain obligated to pay Landlord all rent and other sums required to be paid including interest at the maximum legal rate allowable under Louisiana law at the time of a default by Tenant hereunder.

16.2.2. Landlord may declare the entire unpaid rent for the unexpired Term of this Lease immediately due and payable, reserving unto Landlord the right to collect any additional rent accruing under this Lease from time to time. Landlord shall make a good faith effort to relet the Premises after Tenant vacates the Leased Premises. Upon the reletting of the Leased Premises, Landlord shall not collect rent from Tenant for the months remaining on Tenant's Lease.

16.2.3. If this Lease is terminated according to law, whether or not the Leased Premises are relet, Landlord shall be entitled to recover from

Tenant in addition to all other damages, an amount equal to all other expenses, including attorney's fees, as outlined in Section 19, incurred by Landlord in recovering possession of the Leased Premises and all costs and legal expenses thereof, together with all expenses incurred for the care and protection of the Leased Premises while vacant. All such damages to become due and payable by Tenant within fifteen (15) days after presentation of an invoice therefor.

16.3. If Tenant fails or refuses to permit Landlord to lawfully reenter the Leased Premises in the event of a default, Landlord shall have the right to eject Tenant in accordance with the provisions of Louisiana Code of Civil Procedure, Articles 4701-4735, without forfeiting any of Landlord's rights under this paragraph or under the other terms of this Lease, and Landlord may at the same time or subsequently sue for any money due or to enforce any other rights which Landlord may have.

16.4. In the event of any default, Tenant shall remain responsible for all damages or losses suffered by Landlord for which Tenant is responsible. Tenant waives any requirement of "putting in default" for any such breach, except as expressly required by this Lease.

16.5. Failure strictly and promptly to enforce the conditions set forth above shall not operate as a waiver of Landlord's rights. Landlord expressly reserves the right always to enforce prompt payment of rent or to cancel this Lease regardless of any indulgences or extensions previously granted, except for the grace periods set out herein. Landlord's accepting any rent in arrears, or after notice of institution of any suit for possession, or for cancellation of this Lease, will not be considered as a waiver of rights under any suit or of any of the other rights of Landlord.

## **17. DEFAULT BY LANDLORD:**

If Landlord fails to perform any of its obligations under this Lease Agreement, Tenant (except in the case of an emergency) shall take no action without having first given Landlord fifteen (15) days written notice describing with specificity any such failure; provided, however, that if the nature of Landlord's failure is such that it cannot reasonably be cured within such fifteen (15) day period, the time for curing such failure shall be extended for such period of time as may be necessary to complete such cure, so long as Landlord shall proceed promptly to cure same and shall prosecute such cure continuously, in good faith and with due diligence. Following such notice and failure by Landlord to cure within such period, Tenant shall have all rights available to it at law or in equity, shall have the option to terminate this Lease, and shall have the

further right to take the necessary actions to perform Landlord's uncured obligations hereunder and invoice Landlord for the reasonable cost and reasonable expenses thereof, unless Landlord has diligently commenced to perform its uncured obligations hereunder within said thirty (30) day period. If Tenant has obtained an invoice or other documentation setting forth the costs it incurred in curing any such default by Landlord which has not been cured within the applicable cure period provided above and has paid such costs, then Tenant shall have the right to offset and deduct said sum from its next payment of Rental at which time Tenant shall provide Landlord with copies of such paid invoices or other documentation. Such Rental payment offset against the Rent shall not be an Event of Default under the Lease.

## 18. SURRENDER OF PREMISES:

At the expiration of this Lease, or its termination for other causes, Tenant shall immediately surrender possession. Should Tenant fail to do so, Tenant shall pay any and all damages suffered by Landlord, but in no case less than two times the rent per day, plus attorney's fees and costs, as outlined in Section 19. Notwithstanding any provision to the contrary in this Lease, Tenant also expressly waives any notice to vacate at the expiration or termination of this Lease.

## 19. ATTORNEY'S FEES:

Should either Party employ an attorney or attorneys to enforce any of the provisions hereof, or to protect their interest in any matter arising under this Lease, or to recover damages for the breach of this Lease, the Party prevailing in any final judgment shall be entitled to recover from the other Party, to the extent allowed by law, all reasonable costs, charges, expenses, including attorney's fees, expended or incurred in connection therewith. In the event that any claim is made for rental amounts owed, Landlord may elect to utilize the services of a collection agency or agent and Tenant shall also be responsible for charges of said collection agency or agent.

## 20. SPECIAL PROVISIONS:

20.1 If this Lease is not renewed as provided in Section 3.2, then this Lease is considered month to month and the same terms and conditions continue to apply.

20.2 In the event any activities are conducted in any part of the Leased Premises or on the real property on which the Leased Premises is constructed that violates the *Ethical and Religious Directives for Catholic Health Care Services* and Catholic Social Teachings, Tenant may terminate this Lease without notice and without penalty on five (5) days written notice. Landlord acknowledges receipt of a copy of said Directives.

## 21. AMERICANS WITH DISABILITY ACT:

In addition to operating its business in a legal manner that conforms to all applicable City, Parish, State and National governmental laws and codes, Landlord shall deliver the Premises to Tenant already in Compliance with the Americans With Disability Act Public law 101-336, Titles I-V and Tenant agrees that after Tenant takes possession of the Leased Premises the responsibility to comply with the Americans With Disability Act Public law 101-336, Titles I-V rests with the Tenant.

## 22. NOTICES:

Legal Notices to be given under this Lease by Landlord to Tenant, or by Tenant to Landlord, shall either be in writing and shall be delivered by hand or sent by United States Mail, postage prepaid, certified or registered mail, return receipt requested with written evidence of delivery to the addresses set forth below. Non-legal Notices may also be delivered by facsimile or electronic transmission (including portable document format (i.e. pdf)).

To Landlord: Pennington Biomedical Research Center  
Attn: Guy LaVergne  
6400 Perkins Road  
Baton Rouge, LA 70808  
Email: [guy.lavergne@pbrc.edu](mailto:guy.lavergne@pbrc.edu)

with a copy to: Director of Legal and Regulatory Compliance  
Attn: Leigh Lamonica  
6400 Perkins Road  
Baton Rouge, LA 70808  
Email: [Leigh.Lamonica@pbrc.edu](mailto:Leigh.Lamonica@pbrc.edu)  
Phone: 225-763-2515

To Tenant: Our Lady of the Lake Physician Group, L.L.C.  
Attn: James E. Craven, M.D.  
5000 Hennessy Blvd.  
Baton Rouge, LA 70808

with a copy to: Franciscan Missionaries of Our Lady Health System, Inc.  
Attn: General Counsel  
4200 Essen Lane  
Baton Rouge, LA 70809

## 23. APPLICABLE LAW AND VENUE:

23.1. The provisions of this Lease have the effect of law between the Parties, but in reference to matters not covered by it, this Lease shall be governed by applicable ordinances of the City of Baton Rouge, East Baton Rouge Parish and the laws of Louisiana.

23.2. It is agreed by the Parties any action based on, relating to or arising out of this Lease will be brought only in Baton Rouge, Louisiana at the 19th Judicial District Court.

**24. MODIFICATIONS TO LEASE:**

This Lease may not be modified except by an instrument in writing signed by the Parties hereto, their heirs, legal representatives, successors, assigns.

**25. BINDING EFFECT:**

This Lease binds each of the Parties and their respective heirs, successors and assigns. All of the terms of this Lease, including the provisions against sublease, apply to any persons claiming by or through either Party.

**26. MUTUAL WAIVER OF SUBROGATION RIGHT:**

Whenever any loss, cost, damage or expense resulting from fire, explosion, or any other insurable casualty or occurrence is incurred by either Landlord or Tenant and such Party is then required to be covered in whole or in part by insurance with respect to such loss, cost, damage, or expense, then the Party so insured, or required to be insured, hereby releases the other Party from any and all liability it may have on account of such loss, costs, damage, or expense, to the extent of any amount recovered, or which would have been recovered if so insured, by reason of such insurance, and waives any right of subrogation which might otherwise exist in, or accrue to, any person on account thereof, to the full extent of such losses, costs, damages, or expenses, notwithstanding any deductible in such policy.

**27. CONSTRUCTION OF LEASE:**

The language in all parts of this Lease shall in all cases be construed as a whole according to its fair meaning and not strictly for nor against either Landlord or Tenant. Paragraph headings in this Lease are for convenience only and are not to be construed as a part of this Lease or in any way defining, limiting or amplifying the provisions thereof. Landlord and Tenant agree that in the event any term, covenant or condition herein contained is held to be invalid or void by any court of competent jurisdiction, the invalidity of such term, covenant or condition shall in no way affect any other term, covenant or condition herein contained.

**28. NON RECORDATION/SHORT FORM LEASE:**

28.1. Landlord and Tenant agree not to record this Lease in the public records.

28.2. Either Landlord or Tenant may record an extract of this Lease in the conveyance records of Baton Rouge, Louisiana.

**29. QUIET ENJOYMENT:**

Tenant shall peacefully have, hold and enjoy the Leased Premises subject to the other terms hereof and provided Tenant shall pay the rentals herein recited and perform all of its covenants and agreements herein contained.

**30. EXCLUDED PROVIDER:**

Landlord and Tenant represent and warrant that neither it or any of its owners are not now listed by a federal agency as excluded, debarred, suspended, or otherwise ineligible to participate in federal programs, including Medicare and Medicaid, and are not now listed, nor has any current reason to believe that during the Term of this Lease will be so listed, on the HHS-OIG Cumulative Sanctions Report or the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs.

**31. PARKING:**

Landlord will provide parking spaces which shall be unassigned, nonreserved, nondesignated, and in compliance with local ordinances.

**32. ESTOPPEL CERTIFICATES:**

At any time and from time to time but within fifteen (15) days after prior written request by Landlord, Tenant will execute, acknowledge, and deliver to Landlord, promptly upon request, a certificate certifying (a) that this Lease is unmodified and in full force and effect or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the date and nature of each modification; (b) the date, if any, to which Rent and other sums payable under this Lease have been paid; (c) that no Notice of any default has been delivered to Landlord which default has not been cured, except as to defaults specified in said certificate; (d) that there is no Event of Default under this Lease or an event which, with Notice or the passage of time, or both, would result in an Event of Default under this Lease, except for defaults specified in said certificate; and (e) such other matters as may be reasonably requested by Landlord. Any such certificate may be relied upon by any prospective purchaser or existing or prospective mortgagee of the Building or the Project. Tenant's failure to deliver such a certificate within such time will be conclusive evidence of the matters set forth in it.

**33. SUBORDINATION:**

This Lease and Tenant's rights under this Lease are subject and subordinate to any ground or underlying lease, mortgage, or other lien encumbrance (each a "Superior Lien"), now or hereafter affecting or placed, charged, or enforced against the Land, the Building, or all or any portion of the Project, provided that Tenant's possession of the Leased Premises will not be disturbed by any mortgagee so long as Tenant is not in default and in the event mortgagee becomes the

owner of the Building, Tenant attorns to mortgagee as Landlord.

**34. EXECUTION:**

By their signature below, each of the following represent that they have authority to execute this agreement and to bind the Party on whose behalf their execution is made. This

Lease may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, and all of which will constitute one and the same instrument. Counterparts may be delivered by facsimile or electronic transmission (including portable document format (i.e. pdf)) and such signatures shall be effective as originals hereto.

IN WITNESS WHEREOF, each Party has signed this Agreement on the date set forth under their respective signatures.

**LANDLORD:**  
**Pennington Biomedical Research Center**

**TENANT:**  
**Our Lady of the Lake Physician Group, L.L.C.**

By: \_\_\_\_\_  
William F. Tate IV  
Its: President  
6400 Perkins Road  
Baton Rouge, LA 70808

By: \_\_\_\_\_  
James E. Craven, M.D.  
Its: President  
5000 Hennessy Blvd.  
Baton Rouge, LA 70808

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**LEASED PREMISES**

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Approximately 10,017 square feet of rentable space (“Rentable Area”) on the first and second floor of the medical office building known as Imaging Center, Building N (the “Building”), located at the municipal address of 6400 Perkins Road, Baton Rouge, Louisiana 70808. Rentable Area is described on **Exhibit C Floor Plan**.

## EXHIBIT A-1

### FURNITURE, FIXTURES AND EQUIPMENT

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The following items of furniture, Fixtures and Equipment are included as items leased by Tenant from Landlord and included in rent:

- 1) Patient Lobby/Waiting Area:
  - 5' Straight Desk
  - Rolling Desk Chair w/o Arms
  - Standard Chair
  - Bariatric Chair w/Arms
- 2) Reception Area:
  - Rolling Desk Chair w/Arms (x3)
- 3) Interview Area 1:
  - 5' Straight Desk
  - Rolling Desk Chair w/o Arms (x2)
  - Standard Chair (No Arms)
  - Bariatric Chair w/Arms
- 4) Interview Area 2:
  - 5' Straight Desk
  - Rolling Desk Chair w/o Arms (x2)
  - Standard Chair (No Arms)
  - Bariatric Chair w/Arms
- 5) Nurse Station Area:
  - Rolling Desk Chair w/o Arms (x3)
- 6) Manager Area:
  - 5' Straight Desk
  - L Shaped Desk (R) w/o/h Bin
  - Rolling Desk Chair w/o Arms (x2)
  - File Cabinet
  - Standard Chair (No Arms) (x2)
- 7) Consultation Area 1:
  - 5' Straight Desk
  - Rolling Desk Chair w/o Arms
  - Bariatric Chair w/Arms (x4)
- 8) Consultation Area 2:
  - 5' Straight Desk
  - Rolling Desk Chair w/o Arms
  - Video Monitor
  - Bariatric Chair w/Arms (x4)
- 9) Consultation Area 3:
  - 5' Straight Desk
  - Rolling Desk Chair w/o Arms
  - Standard Chair (No Arms)
  - Bariatric Chair w/Arms
- 10) Consultation Area 4:
  - 5' Straight Desk
  - Rolling Desk Chair w/o Arms
  - Standard Chair
  - Bariatric Chair w/Arms
- 11) Dictation Area:
  - Rolling Desk Chair w/o Arms (x5)
- 12) Corridor Area:
- 13) Consultation Area 5:
  - 5' Straight Desk
  - Rolling Desk Chair w/o Arms
  - Standard Chair
  - Bariatric Chair w/Arms
- 14) Consultation Area 6:
  - 5' Straight Desk
  - Rolling Desk Chair w/o Arms
  - Bariatric Chair w/Arms (x4)
- 15) Consultation Area 7:
  - 5' Straight Desk
  - Rolling Desk Chair w/o Arms
  - Video Monitor
  - Bariatric Chair w/Arms (x4)
- 16) Consultation Area 8:
  - 5' Straight Desk
  - Rolling Desk Chair w/o Arms
  - Standard Chair (No Arms)
  - Bariatric Chair w/Arms
- 17) Breakroom Area:
  - TV Monitor (Cable)
  - Under Counter Ice Machine
  - Breakroom Chairs (x12)
- 18) Breakroom Area (2nd Floor):
  - Breakroom Chairs (x12)
  - Undercounter Ice Maker
- 19) Supplies Area:
- 20) Clean Supply Workroom Area:

- 21) Phlebotomy Area:
- Phlebotomy Chair
  - Under Counter Ice Machine (x2)
- 22) Phlebotomy Toilet Area:
- 23) Triage Area:
- 24) Diagnostic Area:
- Bariatric Chair w/Arms
  - Bariatric Exam Table
- 25) DEXA Room Area:
- Rolling Desk Chair w/o Arms
- 26) MRI Simulator Room Area:
- Rolling Desk Chair w/o Arms
- 27) Future X-Ray Room Area:
- 28) Doctor/Nurses Work Area 1:
- Rolling Desk Chair w/o Arms (x4)
- 29) Doctor/Nurse Work Area 2:
- Rolling Desk Chair w/o Arms (x2)
  - Rolling Lab Stool w/o Arms (x3)
- 30) Medical Room Area:
- 31) Exam Room #1 Area:
- Video Monitor
  - Bariatric Chair w/Arms
  - 5 Leg Rolling Stool
  - Bariatric Exam Table
- 32) Exam Room #2/ Procedure Room Area:
- Video Monitor
  - Bariatric Chair w/Arms (x2)
  - 5 Leg Rolling Stool
  - Bariatric Exam Table
- 33) Exam Room #3/Procedure Room Area:
- Video Monitor
  - Bariatric Chair w/Arms (x2)
  - 5 Leg Rolling Stool
  - Bariatric Exam Table
- 34) Exam Room #4 Area:
- Video Monitor
  - Bariatric Chair w/Arms
  - 5 Leg Rolling Stool
  - Bariatric Exam Table
- 35) Exam Room #5 Area:
- Video Monitor
  - Bariatric Chair w/Arms
  - 5 Leg Rolling Stool
  - Bariatric Exam Table
- 36) Exam Room #6 Area:
- Video Monitor
  - Bariatric Chair w/Arms
  - 5 Leg Rolling Stool
  - Bariatric Exam Table
- 37) Exam Room #7 Area:
- Video Monitor
  - Bariatric Chair w/Arms
- 38) Exam Room #8 Area:
- Video Monitor
  - Bariatric Chair w/Arms
  - 5 Leg Rolling Stool
  - Bariatric Exam Table
- 39) Exam Room #9 Area:
- Video Monitor
  - Bariatric Chair w/Arms
  - 5 Leg Rolling Stool
  - Bariatric Exam Table
- 40) Exam Room #10 Area:
- Video Monitor
  - Bariatric Chair w/Arms
  - 5 Leg Rolling Stool
  - Bariatric Exam Table
- 41) Exam Room #11 Area:
- Video Monitor
  - Bariatric Chair w/Arms
  - 5 Leg Rolling Stool
  - Bariatric Exam Table
- 42) Exam Room #12 Area:
- Video Monitor
  - Bariatric Chair w/Arms
  - 5 Leg Rolling Stool
  - Bariatric Exam Table
- 43) Bariatric Toilet Area:
- 44) Soiled Holding Room Area:

## EXHIBIT B

### RENT

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A. Tenant shall pay base rent under this Lease from the Effective Date at an annual rate of \$295,501.56 (\$29.50 per square foot), payable in equal monthly installments of **\$24,625.13** (“Rent”), in advance, on the first day of each month.

As provided in Section 3.2, if the Lease is renewed, Landlord at its discretion may adjust the Rent rate prior to any Renewal Term to reflect the fair market value of the Leased Premises using generally accepted valuation and appraisal practices in the locale where the Leased Premises is located. Landlord shall provide Tenant with the adjusted Rent for each Renewal Term of the Lease at least one hundred fifty (150) days prior to any Renewal Term.

B. Rental payments shall be made to Landlord by sending a **monthly** check made payable to Pennington Biomedical Research Center via US Postal Service. The mailing address for checks is: 6400 Perkins Road Baton Rouge, LA 70808.

C. Landlord may provide, but will not be obligated to provide, any services on Holidays or non-Business Days, except for access and elevator services.

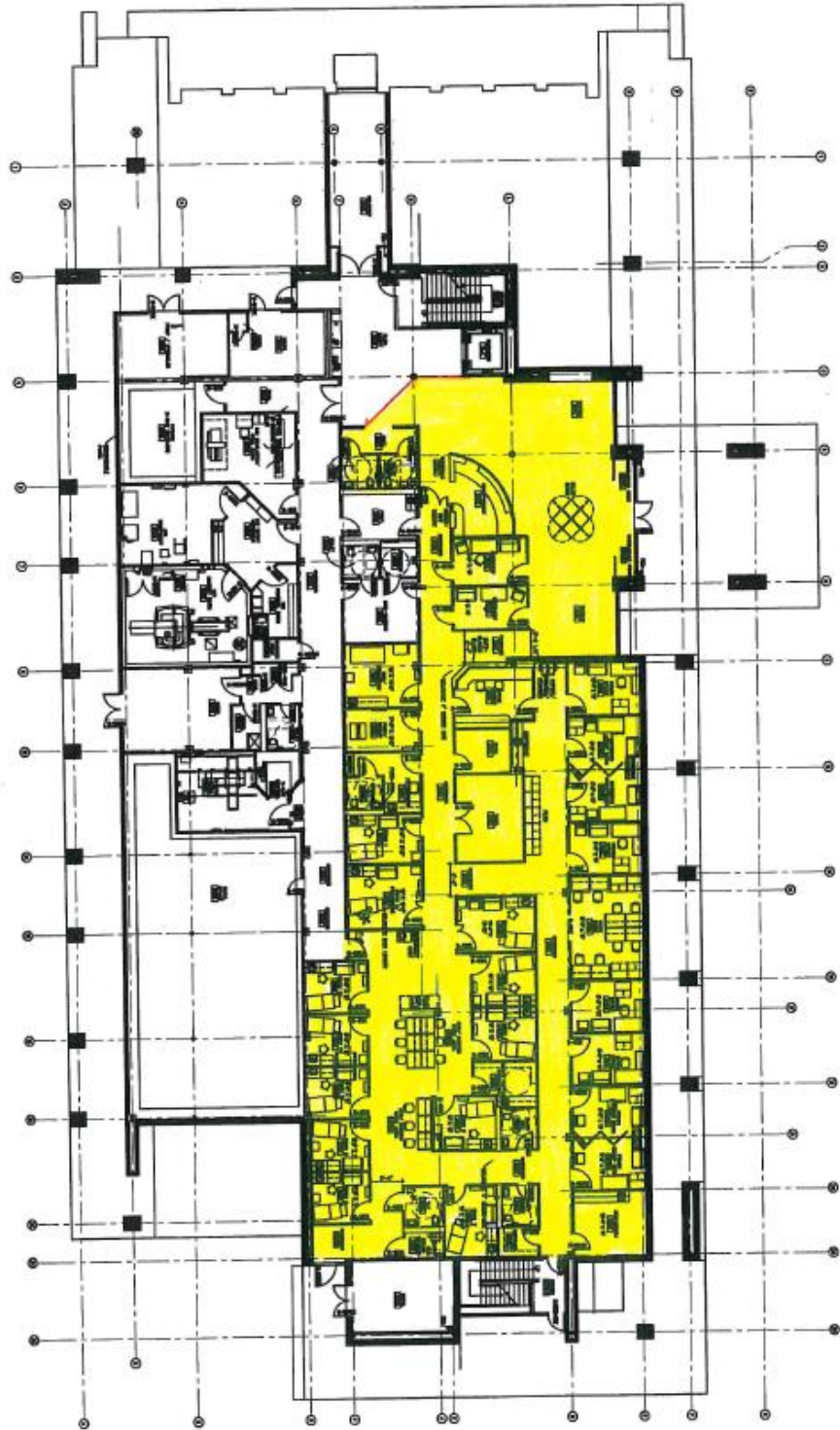
(a) Tenant will have the right to purchase for use during Business Hours and non-Business Hours the services described in this Lease in excess of the amounts Landlord has agreed to furnish so long as (1) Tenant gives Landlord reasonable prior Notice of its desire to do so; (2) the excess services are reasonable available to Landlord and to the Leased Premises; and (3) Tenant pays as an adjustment to the Rent (at the time the next payment of Rent is due) the cost of such excess service from time to time for providing such additional or excess services.

(b) Whenever equipment or lighting (other than Building Standard lighting) is used in the Leased Premises by Tenant and such equipment or lighting affects the temperature otherwise normally maintained by the design of the Building’s air conditioning system, Landlord will have the right, after prior Notice to Tenant, to install supplementary air condition facilities in the Leased Premises or otherwise modify the ventilation and air conditioning system serving the Leased Premises; and the cost of such facilities, modification, and additional service will be paid by the Tenant as an adjustment to the Rent. If Landlord reasonably believes that Tenant is using more than Landlord furnishes pursuant to the Lease, Landlord may install separate meters of Tenant’s power usage, and Tenant will pay for the cost of such excess power as an adjustment to the Rent, together with the cost of installing any risers, meters, or other facilities that may be necessary to furnish or measure such excess power to the Leased Premises. If Tenant’s excess power use should exceed reasonably safe capacity of the Building, or any portion thereof in which the Leased Premises is located, Landlord may require Tenant to cease to use excess power.

D. “**Business Hours**” means 7:00 am to 6:00 pm on Monday through Friday and 8:00 am to 12:00 noon on Saturdays, except Holidays.

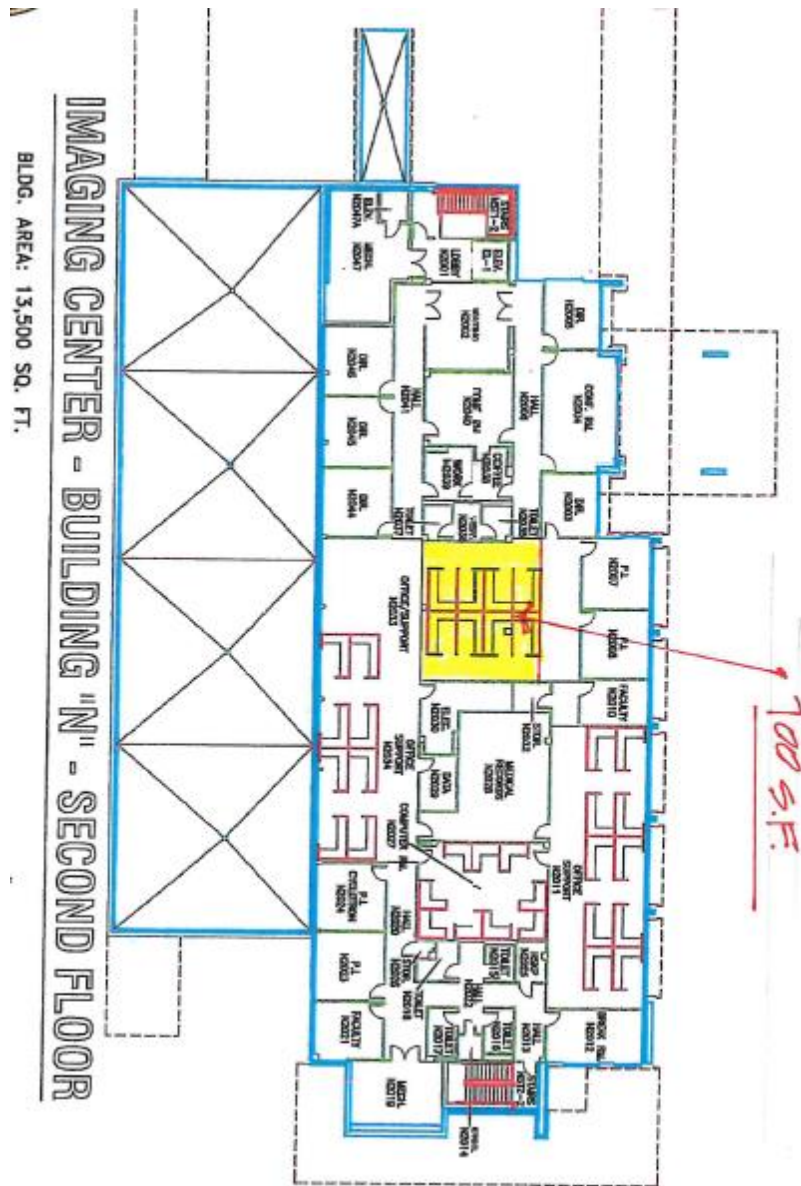


EXHIBIT C  
FLOOR PLAN



9,317 S.F.

EXHIBIT C  
FLOOR PLAN  
(Continued)





## LEASE AGREEMENT

*The Board of Supervisors of Louisiana State University and Agricultural and Mechanical College represented by its Pennington Biomedical Research Center  
and  
Our Lady of the Lake Physician Group, L.L.C*

### 1. PARTIES:

This Lease Agreement ("Lease") is made by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College represented by its **Pennington Biomedical Research Center** (the "Landlord") and **Our Lady of the Lake Physician Group, L.L.C** ("Tenant") (collectively referred to herein as "Parties" and individually as a "Party") and is effective September 12, 2021, ("Effective Date").

### RECITALS

WHEREAS, the Parties previously entered into that certain Lease Agreement dated March 6, 2020 by and between Landlord and Tenant for 5,094 square feet of rentable space in that medical office building known as Building D having a physical address of 6400 Perkins Road, Baton Rouge, Louisiana 70808, with an Initial Term ending on March 5, 2022, (hereinafter identified as the "Initial Lease").

WHEREAS, the Parties wish to terminate the Initial Lease in accordance with section 3.1(b) of the Initial Lease and enter into this new Lease for the Relocation Suite. The Initial Lease will terminate at midnight on the date immediately prior to the Effective Date.

### 2. LEASED PREMISES:

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord that property, identified on **Exhibit A including all furniture, fixtures and equipment identified on Exhibit A-1**, and the Floor Plan on **Exhibit C**, attached hereto and incorporated herein (the "Leased Premises"), as is, where is.

### 3. TERM AND TERMINATION:

3.1. The term of this Lease shall begin on the Effective Date and shall terminate ~~twenty-four~~**twelve (12)** months thereafter on August 31, 2022 (the "Lease Expiration"), such term hereinafter referred to as the

initial term (the "Initial Term") Each consecutive twelve (12) month period beginning on the Effective Date shall be referred to as a "Lease Year."

3.2. Unless (a) either Party gives written notice to the other of the intent to terminate this Lease at least ninety (90) days prior to the Lease Expiration of its term, this Lease shall automatically be renewed for successive one year periods (the "Renewal Term"). The Initial Term and any Renewal Term are referred to herein as the "Term."~~to the expiration of its term or (b) this Lease terminates pursuant to Section 3.1(b), this Lease shall automatically be renewed for successive one year periods (the "Renewal Term"). The Initial Term and any Renewal Term are referred to herein as the "Term."~~ If the Lease is renewed, it shall be subject to the same covenants, terms and conditions contained in this Lease Agreement, except that Landlord, at its discretion, may adjust the fixed rental rate prior to any Renewal Term to reflect the fair market value of the Leased Premises using generally accepted valuation and appraisal practices in the locale where the Leased Premises is located and will provide Tenant with the adjusted Rent at least one hundred twenty (120) days prior to any Renewal Term.

3.3. In the event of legislation, safe harbor regulations, government rule or regulation, policy or governmental interpretation thereof that applies to this Lease and prohibits or invalidates this Lease or any of its provisions or causes Landlord or Tenant not to qualify under or otherwise be in violation (actual or potential) of any Medicare, Medicaid, or reimbursement regulations or other law or if Landlord's continuing ability to qualify as a tax exempt Section 501(c)(3) corporation is in jeopardy (actual or potential) at any time, as determined by Landlord, then the Parties hereto shall either amend this Lease as reasonably required to bring its terms back into compliance within fifteen (15) days or Landlord or Tenant may immediately terminate this Lease without penalty.

3.3.3.4. In the event that the Professional Services Agreement entered into on March 24, 2020 between Tenant and the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College terminates, Tenant may terminate this Lease (the "Limited Termination Option") with thirty (30) days written notice to Landlord.

#### 4. RENTAL PAYMENTS:

- 4.1. Tenant agrees to pay base rent annually as set forth on **Exhibit B**, attached hereto and incorporated herein (collectively the "Rent"). Said Rent is payable in advance on or before the first day of each month, during the term of the Lease. Rent for any partial month shall be prorated for that month.
- 4.2. In addition to all other rights of Landlord, where rent is paid later than the tenth (10<sup>th</sup>) day of the month, the rent for that month shall be increased by 5% as late fee. Rent for less than one full month will be prorated accordingly.
- 4.3. Except as otherwise provided herein, the Rent detailed in Section 4.1 and **Exhibit B** includes full payment by Tenant for all services provided to the Leased Premises, including utilities, building operational expenses and common area maintenance charges (the "Operational Expenses"). Except as otherwise provided herein, Landlord is responsible for the payment of all utilities and other Operational Expenses as such bills are received by Landlord.

#### 5. SECURITY DEPOSIT:

Tenant is responsible for a security deposit of **\$0.00** subject to the terms of the security deposit agreement.

#### 6. USE OF PREMISES:

- 6.1. The Leased Premises will be used for **medical office and/or clinical space purposes** only.
- 6.2. Tenant shall comply, at Tenant's own cost and expense, with all applicable laws, ordinances, rules and regulations of any governmental authority pertaining to the use and occupancy of the Leased Premises.

#### 7. CONDITION AND MAINTENANCE:

- 7.1. Landlord shall maintain, in good condition and repair, at Landlord's expense, the structural systems, including the roof, load bearing and exterior walls and windows (including plate glass), openings and doors therein and floor slabs and masonry walls and furnishings and the exterior paint for the building.

7.2. Landlord shall be responsible for maintaining and making ordinary repairs to the interior of building and improvements, for the Leased Premises which are Landlord's responsibility for all those construction and improvement costs incurred prior to occupancy of the Leased Premises.

7.3. Landlord is responsible for all plumbing associated within the Leased Premises, except where such problems are due to the activities of Tenant.

7.4. Landlord shall have responsibility for janitorial services and for trash removal, provided that Tenant deposits trash in a location in the Leased Premises as may be designated by Landlord. Biohazard services may be address by separate agreement.

7.5. At the termination of this Lease, by expiration of its term or otherwise, Tenant shall return the Leased Premises clean and in good order, the usual wear and tear excepted. Tenant shall make actual delivery of the keys to Landlord.

7.6. Tenant shall maintain the Leased Premises (including Tenant's equipment, personal property, and trade fixtures located in the Leased Premises) in their condition at the time they were delivered to Tenant, reasonable wear and tear excluded.

7.7. Tenant shall repair and replace special equipment or decorative treatments which are above Building Standard installed by or at Tenant's request and that serve the Leased Premises only.

7.8. Tenant acknowledges that Landlord has made no representation or warranty with respect to systems and/or procedures for the security of the Building, any persons occupying, using or entering the Building, or any equipment, furnishings, or contents of the Building. It is the sole responsibility of Tenant to provide for its security of person and/or property.

7.9. If Landlord fails to make any required repairs under this Lease after ten (10) days notice from Tenant, Tenant may repair or maintain the item, with Landlord's approval of contractor, without liability for any damage or loss to Landlord, and Landlord must immediately reimburse Tenant for such cost or Tenant may offset such costs against the Rent. Any such offset of such cost against the Rent shall not be an Event of Default under this Lease.

#### 8. ALTERATIONS:

8.1. Omitted

8.2. Except as otherwise set forth herein, Tenant will not make or allow to be made any alterations to or of the

Leased Premises or any part of the Leased Premises or attach any fixtures or equipment to the Leased Premises without first obtaining Landlord's written consent. Tenant shall insure that all permitted additions and alterations are done in a workmanlike manner. Tenant agrees to indemnify, defend and hold Landlord free and harmless from any construction liens that may be filed in connection with the work.

- 8.3. All additions, alterations or improvements made by Tenant, except furniture, furnishings, equipment and other movables belonging to Tenant that can be removed without doing any damage to the Leased Premises, shall become the property of Landlord, without charge, on the termination of the Lease.

## **9. RESPONSIBILITY FOR DAMAGES:**

- 9.1. Tenant will indemnify Landlord and hold Landlord harmless from and against any and all claims, actions, damages, liability and expenses, including attorney's fees as outlined below in Section 19, in connection with loss of life, personal injury and/or damage to property and or any other damage claims arising from or out of occupancy or use by Tenant of the Lease Premises or any occurrence in, upon or at the Leased Premises, or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, employees, representatives, contractors, servants, guests, and invitees, unless the same is occasioned wholly or in part by the willful misconduct or negligence of Landlord, its agents, employees representatives or other tenants.

- 9.2. To the extent allowed by law, Landlord will indemnify Tenant and hold Tenant harmless from and against any and all claims, actions, damages, liability and expenses, including attorney's fees as outlined below in Section 19, in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Leased Premises, or any part thereof, if occasioned wholly by any act or omission of Landlord, its agents, employees, representatives, contractors, servants, guests and invitees, unless the same is occasioned wholly or in part by the willful misconduct or negligence of Tenant, its agents, employees, representatives or other tenants.

## **10. DESTRUCTION OF LEASED PREMISES:**

If the Leased Premises are totally destroyed, or so substantially damaged as to be untenable, this Lease shall terminate as of the date of such destruction or damage and rental shall be accounted for as between Landlord and Tenant as of that date. If the Leased Premises are damaged but not rendered wholly untenable and the damage can be fully repaired in ninety (90) days, the rental shall abate in proportion to the

damage to the premises and Landlord shall, at Landlord's option, restore the Leased Premises within said time limit, whereupon rent in full shall recommence. Should Landlord fail or refuse to fully repair the Leased Premises within ninety (90) days, Landlord or Tenant may terminate this Lease agreement and no further compensation shall be due Tenant except abatement of Rent as stated herein.

## **11. EMINENT DOMAIN:**

- 11.1. If the whole of the Leased Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the Term of this Lease shall cease and terminate as of the date of title vesting in such transfer or proceeding and all rentals shall be paid up to that date. Any recovery associated with Eminent Domain shall belong to Landlord.

- 11.2. If any part of the Leased Premises shall be acquired or condemned as aforesaid, and in the event that such partial taking or condemnation shall render the Leased Premises unsuitable for Tenant's use, then the Term of this Lease shall cease and terminate as of the date when Tenant has knowledge of said fact and gives Landlord notice that Tenant desires to terminate the Lease. Rent shall be adjusted to the date of such termination.

## **12. INSURANCE:**

- 12.1. Landlord, at Landlord's expense, shall secure and maintain during the duration of this Lease the following insurance with a sound and reputable insurance company licensed to do business in this state:

12.1.1. Fire and Extended Coverage Policy covering the building(s) and other insurable improvements on the Leased Premises and Landlord owned furnishings, furniture, equipment, supplies and other contents of the building(s) insuring Landlord, Landlord's mortgagee and Tenant, as their interests may appear.

12.1.2. Comprehensive General Liability Policy, with contractual liability endorsement, against liability for injuries to persons and damage to property occurring in or about the Leased Premises, in amounts of not less than One Million and No/100 (\$1,000,000) Dollars for any single accident, which insurance shall be in the name of the Landlord.

- 12.2. Tenant covenants to provide and keep in full force and effect at Tenant's sole cost and expense, during the entire term of this Lease or any extension or renewal hereof, a comprehensive policy of public

liability and property damage insurance protecting Landlord and Tenant against any liability for injury or death to any persons and or property occurring in, on or about the Leased Premises, or any appurtenances thereto, with respect to the business operated by Tenant, Tenant agrees to carry insurance with an insurance carrier licensed to do business in the State of Louisiana, in an amount of not less than \$1,000,000 in respect to any one incident and \$3,000,000 in the aggregate for Bodily Injury and Property Damage including Products and Completed Operations, Personal Injury and Advertising Injury, and contractual liability. Tenant shall provide Landlord with a copy of all such insurance policies above referred to, or with an appropriate certificate of insurance indicating that all required insurance coverage is in full force and effect. It is understood that the limits of the insurance coverage above mentioned shall not be considered a limitation of the Tenant's indemnification in favor of the Landlord, the Tenant remaining responsible for any liabilities which exceed the amount of such insurance coverage provide for herein.

### **13. SIGNS OR DECORATIONS:**

Tenant shall not place or display any signs on the inside or outside of the Leased Premises or the Building, or make any changes to the appearance of the exterior of the Leased Premises including sidewalk without prior written approval of Landlord. Landlord is to approve or reject by written notice, within fifteen (15) days, after submission of changes by Tenant. If no written approval is received, no changes can be made.

### **14. RIGHT OF ENTRY AND POSTING OF SIGNS:**

14.1. Landlord reserves the right to enter the Leased Premises with or without others as necessary at reasonable times, outside of regular business hours, with reasonable notice to Tenant, in order to inspect the Leased Premises, and/or to undertake such repairs, and maintenance for which Tenant is responsible and has failed to perform, but which Landlord may deem necessary for the protection and preservation of the Leased Premises, but nothing contained in this paragraph shall be construed to require Landlord to make any repairs whatsoever. Notwithstanding, Landlord shall have the right to enter the Leased Premises at any time, without prior notice to Tenant, in the case of an emergency. However, Landlord shall give Tenant notice of such entry and the purpose thereof, as expeditiously as reasonably possible under the circumstances. Tenant shall provide Landlord with current contact information, including telephone number, for said immediate notification. Landlord shall retain at all times a set of keys to the premises for his own use for

the above purpose and Tenant shall not change the locks on any exterior or interior doors. Should Tenant elect not to exercise its option to renew this Lease after the expiration of the primary term or any option term thereafter, within ninety (90) days prior to the expiration of such Term, Landlord shall have the right to show the Leased Premises to prospective tenants of the Leased Premises and shall have the right to post "For Rent" signs during such period; provided, however, that Landlord (i) shall show the Leased Premises only during non-business hours and (ii) shall not interfere with or interrupt Tenant's care of patients or compromise patient privacy during such showings.

14.2. Notwithstanding anything contained in this paragraph to the contrary, Landlord shall use its best efforts to coordinate with Tenant so that such repairs, additions or alterations to be made to the Leased Premises do not interfere with Tenant's use of the Leased Premises. To the extent reasonably possible, all entry by Landlord shall be in the presence of a representative of Tenant and because of the nature of Tenant's business, Tenant reserves the right to keep certain rooms where confidential records are stored under lock and key. Entry to these rooms by Landlord shall be made only with permission from Tenant and in the presence of Tenant's representative.

### **15. ASSIGNMENT:**

Landlord shall not assign this Lease without the written consent of Tenant. Tenant may not sublet all or any portion of the Leased Premises.

### **16. DEFAULT OF TENANT:**

16.1. Any one or more of the following events shall constitute a breach of this Lease and, upon occurrence thereof, Tenant shall be in default hereunder:

16.1.1. Whenever Tenant shall fail to pay any installment of rent or any other sum payable by Tenant to Landlord or any third party under this Lease on the date upon which the same is due to be paid and such failure shall continue for fifteen (15) days after Tenant shall have been given written notice thereof.

16.1.2. Whenever Tenant shall fail to keep, perform, or observe any of the covenants, conditions, terms, or provisions contained in this Lease that are to be kept or performed by Tenant other than with respect to payment of rent or other liquidated sums of money, and Tenant shall fail to commence and take such steps as are necessary to remedy the same within thirty (30) days after Tenant shall have been given a

written notice specifying the same, or having so commenced, shall thereafter fail to proceed diligently and with continuity to remedy the same;

16.1.3. Whenever an involuntary petition shall be filed against Tenant under any bankruptcy or insolvency law or under the reorganization provisions of any law of like import or a receiver of Tenant or for all or substantially all of the property of Tenant party shall be appointed without acquiescence, and such petition or appointment is not discharged within sixty (60) days after the happening of such event; or

16.1.4. Whenever Tenant shall be dissolved or liquidated, or whenever Tenant shall file a voluntary petition under any bankruptcy or insolvency law or under the reorganization provisions of any law of like import, or whenever Tenant shall fail within ninety (90) days to lift any execution, garnishment, or attachment of such consequence as will impair Tenant's ability to carry on its operations at the Leased Premises, or whenever Tenant shall make a general assignment for the benefit of Tenant's creditors, or shall enter into a release or composition with Tenant's creditors or whenever an Order for Relief shall be granted with respect to Tenant pursuant to Title 11 of the United States Code or whenever Tenant shall seek relief under any other law for the benefit of debtors.

16.2. If Tenant is in default under this Lease, Landlord, at its option, may, exercise any one or more of the rights and remedies granted by law.

16.2.1. Termination of this Lease by Landlord's notice, summary proceedings, or otherwise, shall not relieve Tenant of any liability hereunder and Tenant shall remain obligated to pay Landlord all rent and other sums required to be paid including interest at the maximum legal rate allowable under Louisiana law at the time of a default by Tenant hereunder.

16.2.2. Landlord may declare the entire unpaid rent for the unexpired Term of this Lease immediately due and payable, reserving unto Landlord the right to collect any additional rent accruing under this Lease from time to time. Landlord shall make a good faith effort to relet the Premises after Tenant vacates the Leased Premises. Upon the reletting of the Leased Premises, Landlord shall not collect rent from Tenant for the months remaining on Tenant's Lease.

16.2.3. If this Lease is terminated according to law, whether or not the Leased Premises are relet, Landlord shall be entitled to recover from Tenant in addition to all other damages, an amount equal to all other expenses, including attorney's fees, as outlined in Section 19, incurred by Landlord in recovering possession of the Leased Premises and all costs and legal expenses thereof, together with all expenses incurred for the care and protection of the Leased Premises while vacant. All such damages to become due and payable by Tenant within fifteen (15) days after presentation of an invoice therefor.

16.3. If Tenant fails or refuses to permit Landlord to lawfully reenter the Leased Premises in the event of a default, Landlord shall have the right to eject Tenant in accordance with the provisions of Louisiana Code of Civil Procedure, Articles 4701-4735, without forfeiting any of Landlord's rights under this paragraph or under the other terms of this Lease, and Landlord may at the same time or subsequently sue for any money due or to enforce any other rights which Landlord may have.

16.4. In the event of any default, Tenant shall remain responsible for all damages or losses suffered by Landlord for which Tenant is responsible. Tenant waives any requirement of "putting in default" for any such breach, except as expressly required by this Lease.

16.5. Failure strictly and promptly to enforce the conditions set forth above shall not operate as a waiver of Landlord's rights. Landlord expressly reserves the right always to enforce prompt payment of rent or to cancel this Lease regardless of any indulgences or extensions previously granted, except for the grace periods set out herein. Landlord's accepting any rent in arrears, or after notice of institution of any suit for possession, or for cancellation of this Lease, will not be considered as a waiver of rights under any suit or of any of the other rights of Landlord.

## **17. DEFAULT BY LANDLORD:**

If Landlord fails to perform any of its obligations under this Lease Agreement, Tenant (except in the case of an emergency) shall take no action without having first given Landlord fifteen (15) days written notice describing with specificity any such failure; provided, however, that if the nature of Landlord's failure is such that it cannot reasonably be cured within such fifteen (15) day period, the time for curing such failure shall be extended for such period of time as may be necessary to complete such cure, so long as Landlord shall proceed promptly to cure same and shall prosecute such cure

continuously, in good faith and with due diligence. Following such notice and failure by Landlord to cure within such period, Tenant shall have all rights available to it at law or in equity, shall have the option to terminate this Lease, and shall have the further right to take the necessary actions to perform Landlord's uncured obligations hereunder and invoice Landlord for the reasonable cost and reasonable expenses thereof, unless Landlord has diligently commenced to perform its uncured obligations hereunder within said thirty (30) day period. If Tenant has obtained an invoice or other documentation setting forth the costs it incurred in curing any such default by Landlord which has not been cured within the applicable cure period provided above and has paid such costs, then Tenant shall have the right to offset and deduct said sum from its next payment of Rental at which time Tenant shall provide Landlord with copies of such paid invoices or other documentation. Such Rental payment offset against the Rent shall not be an Event of Default under the Lease.

## 18. SURRENDER OF PREMISES:

At the expiration of this Lease, or its termination for other causes, Tenant shall immediately surrender possession. Should Tenant fail to do so, Tenant shall pay any and all damages suffered by Landlord, but in no case less than two times the rent per day, plus attorney's fees and costs, as outlined in Section 19. Notwithstanding any provision to the contrary in this Lease, Tenant also expressly waives any notice to vacate at the expiration or termination of this Lease.

## 19. ATTORNEY'S FEES:

Should either Party employ an attorney or attorneys to enforce any of the provisions hereof, or to protect their interest in any matter arising under this Lease, or to recover damages for the breach of this Lease, the Party prevailing in any final judgment shall be entitled to recover from the other Party, to the extent allowed by law, all reasonable costs, charges, expenses, including attorney's fees, expended or incurred in connection therewith. In the event that any claim is made for rental amounts owed, Landlord may elect to utilize the services of a collection agency or agent and Tenant shall also be responsible for charges of said collection agency or agent.

## 20. SPECIAL PROVISIONS:

20.1 If this Lease is not renewed as provided in Section 3.2, then this Lease is considered month to month and the same terms and conditions continue to apply.

20.2 In the event any activities are conducted in any part of the Leased Premises or on the real property on which the Leased Premises is constructed that violates the *Ethical and Religious Directives for Catholic Health Care Services* and Catholic Social Teachings, Tenant may terminate this Lease without notice and without penalty on five (5) days written notice. Landlord acknowledges receipt of a copy of said Directives.

## 21. AMERICANS WITH DISABILITY ACT:

In addition to operating its business in a legal manner that conforms to all applicable City, Parish, State and National governmental laws and codes, Landlord shall deliver the Premises to Tenant already in Compliance with the Americans With Disability Act Public law 101-336, Titles I-V and Tenant agrees that after Tenant takes possession of the Leased Premises the responsibility to comply with the Americans With Disability Act Public law 101-336, Titles I-V rests with the Tenant.

## 22. NOTICES:

Legal Notices to be given under this Lease by Landlord to Tenant, or by Tenant to Landlord, shall either be in writing and shall be delivered by hand or sent by United States Mail, postage prepaid, certified or registered mail, return receipt requested with written evidence of delivery to the addresses set forth below. Non-legal Notices may also be delivered by facsimile or electronic transmission (including portable document format (i.e. pdf)).

To Landlord: Pennington Biomedical Research Center  
Attn: Guy LaVergne  
6400 Perkins Road  
Baton Rouge, LA 70808  
Email: [guy.lavergne@pbrc.edu](mailto:guy.lavergne@pbrc.edu)

with a copy to: Director of Legal and Regulatory Compliance  
Attn: Leigh Lamonica  
6400 Perkins Road  
Baton Rouge, LA 70808  
Email: [Leigh.Lamonica@pbrc.edu](mailto:Leigh.Lamonica@pbrc.edu)  
Phone: 225-763-2515

To Tenant: Our Lady of the Lake Physician Group, L.L.C.  
Attn: James E. Craven, M.D.  
5000 Hennessy Blvd.  
Baton Rouge, LA 70808

with a copy to: Franciscan Missionaries of Our Lady Health System, Inc.  
Attn: General Counsel  
4200 Essen Lane  
Baton Rouge, LA 70809

## 23. APPLICABLE LAW AND VENUE:

23.1. The provisions of this Lease have the effect of law between the Parties, but in reference to matters not



covered by it, this Lease shall be governed by applicable ordinances of the City of Baton Rouge, East Baton Rouge Parish and the laws of Louisiana.

23.2. It is agreed by the Parties any action based on, relating to or arising out of this Lease will be brought only in Baton Rouge, Louisiana at the 19th Judicial District Court.

**24. MODIFICATIONS TO LEASE:**

This Lease may not be modified except by an instrument in writing signed by the Parties hereto, their heirs, legal representatives, successors, assigns.

**25. BINDING EFFECT:**

This Lease binds each of the Parties and their respective heirs, successors and assigns. All of the terms of this Lease, including the provisions against sublease, apply to any persons claiming by or through either Party.

**26. MUTUAL WAIVER OF SUBROGATION RIGHT:**

Whenever any loss, cost, damage or expense resulting from fire, explosion, or any other insurable casualty or occurrence is incurred by either Landlord or Tenant and such Party is then required to be covered in whole or in part by insurance with respect to such loss, cost, damage, or expense, then the Party so insured, or required to be insured, hereby releases the other Party from any and all liability it may have on account of such loss, costs, damage, or expense, to the extent of any amount recovered, or which would have been recovered if so insured, by reason of such insurance, and waives any right of subrogation which might otherwise exist in, or accrue to, any person on account thereof, to the full extent of such losses, costs, damages, or expenses, notwithstanding any deductible in such policy.

**27. CONSTRUCTION OF LEASE:**

The language in all parts of this Lease shall in all cases be construed as a whole according to its fair meaning and not strictly for nor against either Landlord or Tenant. Paragraph headings in this Lease are for convenience only and are not to be construed as a part of this Lease or in any way defining, limiting or amplifying the provisions thereof. Landlord and Tenant agree that in the event any term, covenant or condition herein contained is held to be invalid or void by any court of competent jurisdiction, the invalidity of such term, covenant or condition shall in no way affect any other term, covenant or condition herein contained.

**28. NON RECORDATION/SHORT FORM LEASE:**

28.1. Landlord and Tenant agree not to record this Lease in the public records.

28.2. Either Landlord or Tenant may record an extract of this Lease in the conveyance records of Baton Rouge, Louisiana.

**29. QUIET ENJOYMENT:**

Tenant shall peacefully have, hold and enjoy the Leased Premises subject to the other terms hereof and provided Tenant shall pay the rentals herein recited and perform all of its covenants and agreements herein contained.

**30. EXCLUDED PROVIDER:**

Landlord and Tenant represent and warrant that neither it or any of its owners are not now listed by a federal agency as excluded, debarred, suspended, or otherwise ineligible to participate in federal programs, including Medicare and Medicaid, and are not now listed, nor has any current reason to believe that during the Term of this Lease will be so listed, on the HHS-OIG Cumulative Sanctions Report or the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs.

**31. PARKING:**

Landlord will provide parking spaces which shall be unassigned, nonreserved, nondesignated, and in compliance with local ordinances.

**32. ESTOPPEL CERTIFICATES:**

At any time and from time to time but within fifteen (15) days after prior written request by Landlord, Tenant will execute, acknowledge, and deliver to Landlord, promptly upon request, a certificate certifying (a) that this Lease is unmodified and in full force and effect or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the date and nature of each modification; (b) the date, if any, to which Rent and other sums payable under this Lease have been paid; (c) that no Notice of any default has been delivered to Landlord which default has not been cured, except as to defaults specified in said certificate; (d) that there is no Event of Default under this Lease or an event which, with Notice or the passage of time, or both, would result in an Event of Default under this Lease, except for defaults specified in said certificate; and (e) such other matters as may be reasonably requested by Landlord. Any such certificate may be relied upon by any prospective purchaser or existing or prospective mortgagee of the Building or the Project. Tenant's failure to deliver such a certificate within such time will be conclusive evidence of the matters set forth in it.

**33. SUBORDINATION:**

This Lease and Tenant's rights under this Lease are subject and subordinate to any ground or underlying lease, mortgage, or other lien encumbrance (each a "Superior Lien"), now or hereafter affecting or placed, charged, or enforced

against the Land, the Building, or all or any portion of the Project, provided that Tenant's possession of the Leased Premises will not be disturbed by any mortgagee so long as Tenant is not in default and in the event mortgagee becomes the owner of the Building, Tenant attorns to mortgagee as Landlord.

**34. EXECUTION:**

By their signature below, each of the following represent that they have authority to execute this agreement and to bind the Party on whose behalf their execution is made. This Lease may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, and all of which will constitute one and the same instrument. Counterparts may be delivered by facsimile or electronic transmission (including portable document format (i.e. pdf)) and such signatures shall be effective as originals hereto.

IN WITNESS WHEREOF, each Party has signed this Agreement on the date set forth under their respective signatures.

**LANDLORD:**  
**Pennington Biomedical Research Center**

**TENANT:**  
**Our Lady of the Lake Physician Group, L.L.C.**

By: \_\_\_\_\_  
William F. Tate IV  
Its: President  
6400 Perkins Road  
Baton Rouge, LA 70808

By: \_\_\_\_\_  
James E. Craven, M.D.  
Its: President  
5000 Hennessy Blvd.  
Baton Rouge, LA 70808

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**LEASED PREMISES**

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Approximately 10,017 square feet of rentable space (“Rentable Area”) on the first and second floor of the medical office building known as Imaging Center, Building N (the “Building”), located at the municipal address of 6400 Perkins Road, Baton Rouge, Louisiana 70808. Rentable Area is described on **Exhibit C Floor Plan**.

## EXHIBIT A-1

### FURNITURE, FIXTURES AND EQUIPMENT

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The following items of furniture, Fixtures and Equipment are included as items leased by Tenant form Landlord and included in rent:

- 1) Patient Lobby/Waiting Area:
- 2) Reception Area:
  - Rolling Desk Chair w/Arms (x3)
- 3) Interview Area 1:
  - 5' Straight Desk
  - Rolling Desk Chair w/o Arms (x2)
  - Standard Chair (No Arms)
  - Bariatric Chair w/Arms
- 4) Interview Area 2:
  - 5' Straight Desk
  - Rolling Desk Chair w/o Arms (x2)
  - Standard Chair (No Arms)
  - Bariatric Chair w/Arms
- 5) Nurse Station Area:
  - Rolling Desk Chair w/o Arms (x3)
- 6) Manager Area:
  - 5' Straight Desk
  - L Shaped Desk (R) w/o/h Bin
  - Rolling Desk Chair w/o Arms (x2)
  - File Cabinet
  - Standard Chair (No Arms) (x2)
- 7) Consultation Area 1:
  - 5' Straight Desk
  - Rolling Desk Chair w/o Arms
  - Bariatric Chair w/Arms (x4)
- 8) Consultation Area 2:
  - 5' Straight Desk
  - Rolling Desk Chair w/o Arms
  - Video Monitor
  - Bariatric Chair w/Arms (x4)
- 9) Consultation Area 3:
  - 5' Straight Desk
  - Rolling Desk Chair w/o Arms
  - Standard Chair (No Arms)
  - Bariatric Chair w/Arms
- 10) Consultation Area 4:
- 11) Dictation Area:
  - 5' Straight Desk
  - Rolling Desk Chair w/o Arms
  - Standard Chair
  - Bariatric Chair w/Arms
- 12) Corridor Area:
- 13) Consultation Area 5:
  - 5' Straight Desk
  - Rolling Desk Chair w/o Arms
  - Standard Chair
  - Bariatric Chair w/Arms
- 14) Consultation Area 6:
  - 5' Straight Desk
  - Rolling Desk Chair w/o Arms
  - Bariatric Chair w/Arms (x4)
- 15) Consultation Area 7:
  - 5' Straight Desk
  - Rolling Desk Chair w/o Arms
  - Video Monitor
  - Bariatric Chair w/Arms (x4)
- 16) Consultation Area 8:
  - 5' Straight Desk
  - Rolling Desk Chair w/o Arms
  - Standard Chair (No Arms)
  - Bariatric Chair w/Arms
- 17) Breakroom Area:
  - TV Monitor (Cable)
  - Under Counter Ice Machine
  - Breakroom Chairs (x12)
- 18) Breakroom Area (2nd Floor):
  - Breakroom Chairs (x12)
  - Undercounter Ice Maker
- 19) Supplies Area:
- 20) Clean Supply Workroom Area:

21) Phlebotomy Area:

- Phlebotomy Chair
- Under Counter Ice Machine (x2)

22) Phlebotomy Toilet Area:

23) Triage Area:

24) Diagnostic Area:

- Bariatric Chair w/Arms
- Bariatric Exam Table

25) DEXA Room Area:

- Rolling Desk Chair w/o Arms

26) MRI Simulator Room Area:

- Rolling Desk Chair w/o Arms

27) Future X-Ray Room Area:

28) Doctor/Nurses Work Area 1:

- Rolling Desk Chair w/o Arms (x4)

29) Doctor/Nurse Work Area 2:

- Rolling Desk Chair w/o Arms (x2)
- Rolling Lab Stool w/o Arms (x3)

30) Medical Room Area:

31) Exam Room #1 Area:

- Video Monitor
- Bariatric Chair w/Arms
- 5 Leg Rolling Stool
- Bariatric Exam Table

32) Exam Room #2/ Procedure Room Area:

- Video Monitor
- Bariatric Chair w/Arms (x2)
- 5 Leg Rolling Stool
- Bariatric Exam Table

33) Exam Room #3/Procedure Room Area:

- Video Monitor
- Bariatric Chair w/Arms (x2)
- 5 Leg Rolling Stool
- Bariatric Exam Table

34) Exam Room #4 Area:

- Video Monitor
- Bariatric Chair w/Arms
- 5 Leg Rolling Stool
- Bariatric Exam Table

35) Exam Room #5 Area:

- Video Monitor
- Bariatric Chair w/Arms
- 5 Leg Rolling Stool
- Bariatric Exam Table

36) Exam Room #6 Area:

- Video Monitor
- Bariatric Chair w/Arms
- 5 Leg Rolling Stool
- Bariatric Exam Table

37) Exam Room #7 Area:

- Video Monitor
- Bariatric Chair w/Arms

38) Exam Room #8 Area:

- Video Monitor
- Bariatric Chair w/Arms
- 5 Leg Rolling Stool
- Bariatric Exam Table

39) Exam Room #9 Area:

- Video Monitor
- Bariatric Chair w/Arms
- 5 Leg Rolling Stool
- Bariatric Exam Table

40) Exam Room #10 Area:

- Video Monitor
- Bariatric Chair w/Arms
- 5 Leg Rolling Stool
- Bariatric Exam Table

41) Exam Room #11 Area:

- Video Monitor
- Bariatric Chair w/Arms
- 5 Leg Rolling Stool
- Bariatric Exam Table

42) Exam Room #12 Area:

- Video Monitor
- Bariatric Chair w/Arms
- 5 Leg Rolling Stool
- Bariatric Exam Table

43) Bariatric Toilet Area:

44) Soiled Holding Room Area:

**EXHIBIT B**  
**RENT**

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A. Tenant shall pay base rent under this Lease from the Effective Date at an annual rate of \$295,501.56 (\$29.50 per square foot), payable in equal monthly installments of **\$24,625.13** (“Rent”), in advance, on the first day of each month.

As provided in Section 3.2, if the Lease is renewed, Landlord at its discretion may adjust the Rent rate prior to any Renewal Term to reflect the fair market value of the Leased Premises using generally accepted valuation and appraisal practices in the locale where the Leased Premises is located. Landlord shall provide Tenant with the adjusted Rent for each Renewal Term of the Lease at least one hundred fifty (150) days prior to any Renewal Term.

B. Rental payments shall be made to Landlord by sending a **monthly** check made payable to Pennington Biomedical Research Center via US Postal Service. The mailing address for checks is: 6400 Perkins Road Baton Rouge, LA 70808.

C. Landlord may provide, but will not be obligated to provide, any services on Holidays or non-Business Days, except for access and elevator services.

(a) Tenant will have the right to purchase for use during Business Hours and non-Business Hours the services described in this Lease in excess of the amounts Landlord has agreed to furnish so long as (1) Tenant gives Landlord reasonable prior Notice of its desire to do so; (2) the excess services are reasonable available to Landlord and to the Leased Premises; and (3) Tenant pays as an adjustment to the Rent (at the time the next payment of Rent is due) the cost of such excess service from time to time for providing such additional or excess services.

(b) Whenever equipment or lighting (other than Building Standard lighting) is used in the Leased Premises by Tenant and such equipment or lighting affects the temperature otherwise normally maintained by the design of the Building’s air conditioning system, Landlord will have the right, after prior Notice to Tenant, to install supplementary air condition facilities in the Leased Premises or otherwise modify the ventilation and air conditioning system serving the Leased Premises; and the cost of such facilities, modification, and additional service will be paid by the Tenant as an adjustment to the Rent. If Landlord reasonably believes that Tenant is using more than Landlord furnishes pursuant to the Lease, Landlord may install separate meters of Tenant’s power usage, and Tenant will pay for the cost of such excess power as an adjustment to the Rent, together with the cost of installing any risers, meters, or other facilities that may be necessary to furnish or measure such excess power to the Leased Premises. If Tenant’s excess power use should exceed reasonably safe capacity of the Building, or any portion thereof in which the Leased Premises is located, Landlord may require Tenant to cease to use excess power.

D. **“Business Hours”** means 7:00 am to 6:00 pm on Monday through Friday and 8:00 am to 12:00 noon on Saturdays, except Holidays.

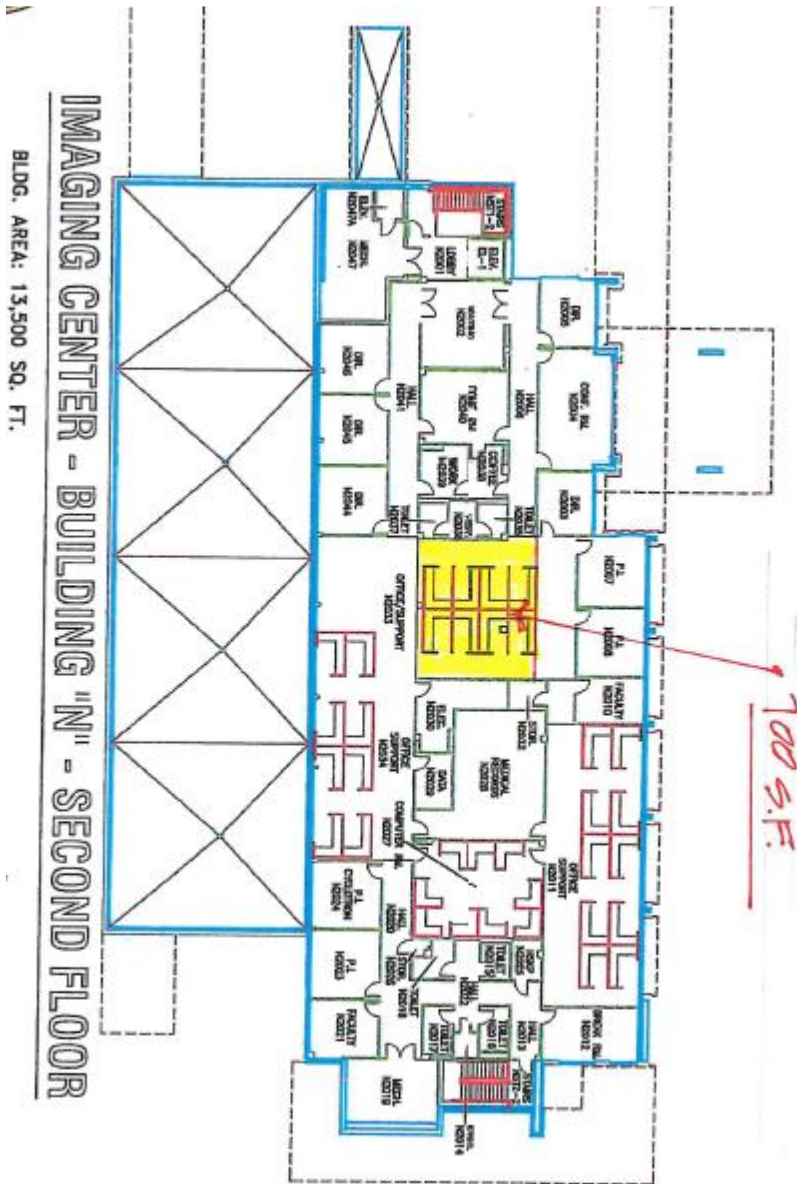
**EXHIBIT C**  
**FLOOR PLAN**

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9,317 S.F.

**EXHIBIT C**  
**FLOOR PLAN**  
**(Continued)**







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## Board of Supervisors

### HEALTHCARE & MEDICAL EDUCATION COMMITTEE

BOARD OF SUPERVISORS MEETING | SEPTEMBER 10, 2021



## Board of Supervisors

### Request from LSU Health Sciences Center Shreveport to Amend Certain Contracts in Relation to the Ochsner/LSU Health Shreveport Health System of North Louisiana

**Date:** September 10, 2021

#### 1. Bylaw Citation

Pursuant to Article VII, Section 1L

##### L. Other Significant Matters

Such other matters that are not expressly delegated herein or hereafter by the Board to the President or a Chancellor and which reasonably should be considered to require Board approval as generally defined above, or which the Board hereafter determines to require Board approval.

#### 2. Summary of Matter

A cooperative endeavor agreement exists between LSU Board of Supervisors and Ochsner Health System that authorizes a partnership entity called Ochsner/LSU Health Shreveport Health System of North Louisiana (OLHS). The master agreement anticipates a number of subsidiary contracts that determine a number of functional aspects. LSU Health Shreveport is requesting amendments to six contracts that determine the financial arrangements.

In the **Second Amendment to the Academic Affiliate Agreement**, LSU agrees to provide an additional 23.6 resident FTEs for resident rotations at OLHS Hospitals and agrees to increase the compensation paid to Shreveport residents to help incentive them to pursue their graduate medical education in Louisiana.

The **First Amendment to Professional Services Agreement (PSA)** is written to address potential compliance issues with the Supervision of Advanced Practice Providers, LSU and OLHS have agreed to move those providers to the Ochsner/LSU Health Shreveport Practice Group's (OLPG) provider number. OLHS has agreed to fully reimburse LSU for the increased OLPG expenditures related to the movement of those providers. The annual Professional Services Agreement reimbursement will increase by \$13 million.

The **First Amendment to Faculty Services Agreement** is a change to address a transition of the Monroe physicians' revenue from OLHS to the OLPG. This movement is necessary to comply with the original FSA. To cover LSU's increased cost associated with the movement of the Monroe physicians, OLHS has agreed to reimburse LSUHSC-

S the first \$74,530,000 of the net OLPG revenue collected in SFY2022, an increase of about \$4 million. After the first amount is paid, LSUHSC-S will receive 66.7% and OLHS will receive 33.3% of every dollar collected by the OLPG above the \$74,530,000. Previously, LSUHSC-S received 0% of any collections above the \$70.0 million cap.

The **First Amendment to Academic and Clinical Collaboration Agreement** is in response to an agreed upon re-definition of the Supplemental Payment Cap to \$13 million per fiscal year. The Physician Supplemental Payments in excess of the \$13 million cap will flow into the OLPG and be treated in accordance with the terms of the Faculty Services Agreement. In the previous years, LSUHSC-S received the first \$13 million of the Physician Supplemental Payments and kept 25% of all collections above the \$13 million cap. Going forward, LSU will receive the first \$13 million and at least 66% of all collections above the cap.

The **First Amendment to Shared Services Agreement** is based on a decision to improve the compliance terms related to the Shared Services Agreement. To strengthen the federal compliance language by having LSUHSC-S commit to the support of OLHS related to the following items: None of the payments received from OLHS are conditioned on any requirements to make referrals or generate business for the OLHS Hospitals; and, LSUHSC-S commits to support OLHS's federal compliance efforts.

During the negotiation of the five (5) amendments listed above, both parties identified that the Monroe practitioner collections should have flowed to the OLPG rather than OLHS, and physicians' Medicaid pricing collections should have flowed to OLPG. the following items were not in alignment with the agreements dated October 1, 2018. To avoid prolonged negotiations, both parties agreed to a **Settlement Agreement** to correct outstanding issues beginning July 1, 2021. The net benefit to LSUHSC-S for settling these outstanding issues and not executing prior period adjustments is \$678,414.

### **3. Review of Business Plan**

N/A

### **4. Fiscal Impact**

The proposed changes will result in a greater amount of revenue that flow to LSU Health Shreveport, estimated at roughly \$30 million.

### **5. Description of Competitive Process**

None.

## **6. Review of Legal Documents**

General Counsel reviewed the documents.

## **7. Parties of Interest**

N/A

## **8. Related Transactions**

N/A

## **9. Conflicts of Interest**

None.

## **10. Attachments**

- I. Second Amendment to Academic Affiliation Agreement
- II. First Amendment to Professional Services Agreement
- III. First Amendment to Faculty Services Agreement
- IV. First Amendment to Academic and Clinical Collaboration Agreement
- V. First Amendment to Shared Services Agreement
- VI. Settlement Agreement

## **RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College (the "Board") does hereby authorize the President, in consultation with the General Counsel, to execute the Second Amendment to Academic Affiliation Agreement, First Amendment to Professional Services Agreement, First Amendment to Faculty Services Agreement, First Amendment to Academic and Clinical Collaboration Agreement, First Amendment to Shared Services Agreement, and the Settlement Agreement as presented to the Board on September 10, 2021, and to authorize the President to make any subsequent amendments to the presented contracts, that the President deems in the best interest of LSU.

**SECOND AMENDMENT  
TO ACADEMIC AFFILIATION AGREEMENT**

THIS SECOND AMENDMENT TO THE ACADEMIC AFFILIATION AGREEMENT (“Amendment”) is made effective on the 1<sup>st</sup> day of July, 2021 (the “Effective Date”), by and among the **BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE** (“LSU”), a public constitutional corporation of the State of Louisiana, **BRF Hospital Holdings, L.L.C. d/b/a Ochsner LSU Hospitals**, a Louisiana limited liability company (“OLH”), **University Health Shreveport, L.L.C., d/b/a Ochsner LSU Health Shreveport**, a Louisiana limited liability company, and **BRFHH Monroe, L.L.C., d/b/a Ochsner LSU Health Monroe**, a Louisiana limited liability company, and **Ochsner LSU Health Shreveport – St. Mary Medical Center, LLC** a Louisiana limited liability company (individually, “Hospital Subsidiary” and collectively “Hospital Subsidiaries”). LSU, OLH, and the Hospital Subsidiaries are sometimes individually referred to herein as a “Party” and collectively as the “Parties.”

**Recitals:**

**WHEREAS**, OLPG and LSU are parties to a certain Academic Affiliation Agreement effective as of October 1, 2018 as amended by that certain Amendment to Academic Affiliation Agreement dated August 6, 2020 (collectively, the “AAA”);

**WHEREAS**, Section 5.04 of the AAA provides that during the Startup Period between the Commencement Date through June 30, 2020, the Initial Program Budget and Second Program Budget coinciding therewith shall reflect a AAA Startup Budgeted Amount of \$86,000,000 for LSU’s provision of the services contemplated by the AAA;

**WHEREAS**, the Parties extended the Startup Period by one (1) year so that the Startup Period extended through June 30, 2021 instead of through June 30, 2020 and made the AAA Startup Budgeted Amount of \$86,000,000 applicable to the extended Startup Period;

**WHEREAS**, for the year commencing July 1, 2021, the Parties agree to increase the salaries payable to Residents and expand the Resident Rotations by twenty Resident FTEs; and

**WHEREAS**, the Parties desire to amend the AAA and formally memorialize the agreed upon changes to the AAA as set forth below.

**NOW, THEREFORE**, the Parties hereto, intending to be legally bound hereby, agree as follows:

1. **Definitions.** Capitalized terms used in this Amendment, unless otherwise defined herein, shall have the meaning ascribed to such terms in the AAA.

2. **Amendment to AAA.**

2.1 The second paragraph of Section 5.04 is deleted and replaced with the following language:

Notwithstanding the foregoing and for the period following the Commencement Date of this Agreement through June 30, 2021 (the “Startup Period”), the Parties acknowledge and agree that the initial Program Budget (“Initial Program Budget”) adopted by the Parties which covered the portion of the initial Academic Year from the Commencement

Date through June 30, 2019 (“Initial Program Budget”) reflected an annual Compensation amount of \$86,000,000 for providing the services contemplated by this Agreement (“AAA Startup Budgeted Amount”), pro-rated to reflect the 9-month period from the Commencement Date through the end of such Academic Year. The Parties also acknowledge and agree that (i) the second Program Budget adopted by the Parties which covered the period from July 1, 2019 through June 30, 2020 (“Second Program Budget”) and (ii) the third Program Budget which is currently in effect and covers the period from July 1, 2020 through June 30, 2021 (“Third Program Budget”) both also reflected and/or reflect the AAA Startup Budgeted Amount.

Commencing July 1, 2021, the Parties further agree to the following increases in the Program Budget: (i) LSU shall provide an additional twenty-three and six-tenths (23.6) Resident FTEs for Resident Rotations at the Hospitals; (ii) LSU shall increase the compensation payable to all Residents to incentivize increased participation in the Resident Rotations at the Hospitals. With these changes, the Parties acknowledge and agree that the Program Budget for the time period between July 1, 2021 through June 30, 2022 (“Fourth Program Budget”) shall be Eighty-Nine Million, Three Hundred Sixty-Six Thousand and Nine Hundred Dollars (\$89,366,900). The Fourth Program Budget and any future Program Budgets shall be established in accordance with Program Budget Process set forth in Section 5.05. Further, in the event of any increase or decrease in Resident FTEs, the Parties agree to modify the applicable Program Budget in accordance with the Program Budget Process.

Notwithstanding anything herein to the contrary, the Parties agree that all payments made or to be made under any Program Budget including, without limitation, the Initial Program Budget, Second Program Budget, Third Program Budget, Fourth Program Budget, and subsequent Program Budgets described in this Section 5.04 shall be invoiced and paid consistent with the Program Budget and True Up/Settlement process described in Section 5.06 of this Agreement.

2.2 Schedule 1(a) to the Agreement shall be replaced with the new Schedule 1(a), attached hereto.

3. **No Other Amendments.** Except as expressly stated above, the AAA remains in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered by their respective duly authorized officers as of the Effective Date.

**BRF HOSPITAL HOLDINGS, L.L.C. D/B/A  
OCHSNER LSU HOSPITALS**

**By: Ochsner LSU Health System of North  
Louisiana Its Duly Authorized Manager**

By: \_\_\_\_\_  
Name: Charles Daigle  
Title: Chief Executive Officer  
Date: \_\_\_\_\_

**BOARD OF SUPERVISORS OF  
LOUISIANA STATE UNIVERSITY  
AGRICULTURAL AND MECHANICAL  
COLLEGE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**UNIVERSITY HEALTH SHREVEPORT,  
L.L.C. D/B/A OCHSNER LSU HEALTH  
SHREVEPORT**

**By: Ochsner LSU Health System of North  
Louisiana Its Duly Authorized Manager**

By: \_\_\_\_\_  
Name: Charles Daigle  
Title: Chief Executive Officer  
Date: \_\_\_\_\_

**BRFHH MONROE, L.L.C. D/B/A OCHSNER  
LSU HEALTH MONROE**

**By: Ochsner LSU Health System of North  
Louisiana Its Duly Authorized Manager**

By: \_\_\_\_\_  
Name: Charles Daigle  
Title: Chief Executive Officer  
Date: \_\_\_\_\_

**OCHSNER LSU HEALTH SHREVEPORT –  
ST. MARY MEDICAL CENTER, LLC**

**By: Ochsner LSU Health System of North  
Louisiana Its Duly Authorized Manager**

By: \_\_\_\_\_  
Name: Charles Daigle  
Title: Chief Executive Officer  
Date: \_\_\_\_\_

210322

**FIRST AMENDMENT  
TO THE PROFESSIONAL SERVICES AGREEMENT**

THIS FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT (“Amendment”) is made effective on the 1st day of July, 2021 (the “Amendment Effective Date”), by and among **Ochsner LSU Health System of North Louisiana**, a Louisiana nonprofit corporation (“OLHS-NL”) and its directly or indirectly wholly owned subsidiary entities: **BRF Hospital Holdings, L.L.C. d/b/a Ochsner LSU Hospitals** (“OLH”), **University Health Shreveport, L.L.C., d/b/a Ochsner LSU Health Shreveport** (“OLH Shreveport”), **BRFHH Monroe, L.L.C., d/b/a Ochsner LSU Health Monroe** (“OLH Monroe”), **OLH Shreveport – St. Mary Medical Center, LLC** (“OLHS-SMMC”), each a Louisiana limited liability company (OLH, OLH Shreveport and OLH Monroe, collectively, the “Hospital Entities”), and **LSU Health Sciences Center – Shreveport Faculty Group Practice, a Louisiana Nonprofit Corporation, d/b/a Ochsner LSU Physician Group**, (“OLPG”). OLHS-NL, OLH, OLH Shreveport, OLH Monroe, and OLPG are sometimes individually referred to herein as “Party” and collectively as the “Parties.”

**Recitals:**

**WHEREAS**, the Parties are parties to a certain Professional Services Agreement effective as of October 1, 2018 (the “PSA”);

**WHEREAS**, OLHS-SMMC became a Party to the Agreement effective April 23, 2020 and is, commencing April 23, 2020, one of the Hospital Entities under the Agreement, with all references to “OLH Shreveport” and “OLH Monroe” herein deemed to include “OLHS-SMMC” as the third Hospital Entity; and

**WHEREAS**, the Parties desire to amend the PSA to formally memorialize the agreed upon changes to the PSA as set forth below.

**NOW, THEREFORE**, the Parties hereto, intending to be legally bound hereby, agree as follows:

1. **Definitions.** Capitalized terms used in this Amendment, unless otherwise defined herein, shall have the meaning ascribed to such terms in the PSA.

2. **Amendments to PSA.** The Parties agreed to extend the Startup Period by one (1) year so that the Startup Period extends through June 30, 2021 instead of through June 30, 2020. Accordingly, the PSA is hereby amended as follows:

- a) The first sentence of Section 5.01(a) is deleted and replaced with the following language:

During the period following the Effective Date of this Agreement through June 30, 2021 (the “Startup Period”), OLH Shreveport and OLH Monroe (directly or through OLH) shall, subject to Section 5.01(c), pay OLPG an annual compensation amount of Twenty-two Million Dollars (\$22,000,000.00) for providing the Services to the Hospitals (“PSA Startup Payments”).

- b) The third sentence of Section 5.01(a) is deleted and replaced with the following language:

The PSA Startup Payments shall be reflected in the initial three Program Budgets, with the initial Program Budget covering the first (pro-rated) Fiscal Year (the “Initial Program



Budget”), the second Program Budget covering the second Fiscal Year (the “Second Program Budget”), and the third Program Budget covering the third Fiscal Year (the “Third Program Budget”), respectively, following the Effective Date of this Agreement.

- c) The first sentence of Section 5.01(d) is deleted and replaced with the following language:

Beginning on July 1, 2021, the special provisions regarding PSA Startup Payments shall no longer apply and OLH Shreveport and OLH Monroe shall, subject to Section 5.01(c), compensate OLPG consistent with the Program Budget and True-up/Settlement Process described in Section 5.02 and Section 5.04, respectively, incorporating the Fair Market Value process described in Section 5.02 into the Program Budget. For purposes hereof, the Parties agree that, for the year commencing July 1, 2021, the Program Budget amount under this Agreement is Thirty-Five Million Seven Hundred Sixty-One Thousand Dollars (\$35,761,000).

3. **Reference to PSA.** Upon the effectiveness of the amendments contained in **Section 2** of this Amendment, each reference in the PSA to “this Agreement,” “hereunder,” or words of like import shall mean and be a reference to the PSA, as amended by this Amendment.

4. **No Other Amendments.** Except as expressly stated above, the PSA remains in full force and effect in accordance with its terms.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective duly authorized officers on the Amendment Effective Date.

**OCHSNER LSU HEALTH SYSTEM OF NORTH LOUISIANA**

By: \_\_\_\_\_  
Name: Charles Daigle  
Title: Chief Executive Officer  
Date: \_\_\_\_\_

**BRF HOSPITAL HOLDINGS, L.L.C. D/B/A OCHSNER LSU HOSPITALS**

**By: Ochsner LSU Health System of North Louisiana  
Its Duly Authorized Manager**

By: \_\_\_\_\_  
Name: Charles Daigle  
Title: Chief Executive Officer  
Date: \_\_\_\_\_

**UNIVERSITY HEALTH SHREVEPORT, L.L.C. D/B/A OCHSNER LSU HEALTH SHREVEPORT**

**By: Ochsner LSU Health System of North Louisiana  
Its Duly Authorized Manager**

By: \_\_\_\_\_  
Name: Charles Daigle  
Title: Chief Executive Officer  
Date: \_\_\_\_\_

**BRFHH MONROE, L.L.C. D/B/A OCHSNER LSU HEALTH MONROE**

**By: Ochsner LSU Health System of North Louisiana  
Its Duly Authorized Manager**

By: \_\_\_\_\_  
Name: Charles Daigle  
Title: Chief Executive Officer  
Date: \_\_\_\_\_

**OLH SHREVEPORT – ST. MARY MEDICAL CENTER, LLC**

**By: Ochsner LSU Health System of North Louisiana  
Its Duly Authorized Manager**

By: \_\_\_\_\_  
Name: Charles Daigle  
Title: Chief Executive Officer  
Date: \_\_\_\_\_

**LSU HEALTH SCIENCES CENTER – SHREVEPORT FACULTY GROUP PRACTICE, A LOUISIANA NONPROFIT CORPORATION D/B/A OCHSNER LSU PHYSICIAN GROUP**

By: \_\_\_\_\_  
Name: Charles Fox, MD  
Title: President  
Date: \_\_\_\_\_

210321

**FIRST AMENDMENT  
TO FACULTY SERVICES AGREEMENT**

THIS FIRST AMENDMENT TO THE FACULTY SERVICES AGREEMENT (“Amendment”) is made effective on July 1, 2021 (the “Amendment Effective Date”), by and between **LSU HEALTH SCIENCES CENTER-SHREVEPORT FACULTY GROUP PRACTICE D/B/A OCHSNER LSU PHYSICIAN GROUP**, a Louisiana nonprofit corporation (“OLPG”) and the **BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE** (“LSU”), a constitutional body of the State of Louisiana (“State”), organized and existing under the constitution and laws of the State of Louisiana, and is entered into by LSU on behalf of Louisiana State University Health Sciences Center — Shreveport (an academic institution operated and administered by LSU) (“HSC-S”). OLPG and LSU are sometimes individually referred to herein as a “Party” and collectively as the “Parties.”

**Recitals:**

**WHEREAS**, OLPG and LSU are parties to a certain Faculty Services Agreement effective as of October 1, 2018 (the “FSA”);

**WHEREAS**, the FSA incorporates by reference the definition of “Startup Period” as used in the Professional Services Agreement effective as of October 1, 2018 by and among Ochsner LSU Health System of North Louisiana and its directly or indirectly wholly owned subsidiary entities and OLPG (“PSA”), and the Parties agreed to extend the Startup Period by one (1) year so that the Startup Period under the PSA is extended through June 30, 2021 instead of through June 30, 2020 (“PSA Amendment”);

**WHEREAS**, the Parties desire to amend the FSA to acknowledge the contemplated transition of the reassignment of the billing and collection rights of certain LSU clinical faculty physicians and non-physician practitioners and certain independent physicians (“Monroe Practitioners”) from BRFHH Monroe, L.L.C. d/b/a Ochsner LSU Health Monroe (“OLH Monroe”) to OLPG (collectively, the “Monroe Practitioner Transition”);

**WHEREAS**, the Parties entered into the Settlement Agreement and Release effective July 1, 2021 to address and resolve certain disputes related to the amount each Party was entitled to be paid under the Academic and Clinical Collaboration Agreement effective October 1, 2018 (the “ACCA”) and the FSA for the fiscal year ending June 30, 2021 (the “Settlement Agreement”); and

**WHEREAS**, the Parties desire to amend the FSA to address the PSA Amendment and formally memorialize the other agreed upon changes to the FSA as set forth below.

**NOW, THEREFORE**, the Parties hereto, intending to be legally bound hereby, agree as follows:

1. **Definitions.** Capitalized terms used in this Amendment, unless otherwise defined herein, shall have the meaning ascribed to such terms in the FSA and/or in the ACCA. For purposes of this Amendment, and as set forth in the Letter Agreement dated April 23, 2020, the “Hospitals” shall include OLH Shreveport – St. Mary Medical Center, LLC (“OLHS-SMMC”), and the “OLH Entities” shall include OLHS-SMMC.

## 2. Amendments to FSA.

2.1 To address the PSA Amendment, the first sentence of Section 2 of Exhibit A to the FSA is deleted and replaced with the following language:

a. Beginning on July 1, 2021, OLPG shall compensate LSU consistent with the “Program Budget” and “True-up/Settlement Process” as those terms are defined and described in Article Five of the PSA (“Subsequent Period Payments”) and as agreed upon between OLPG and HSC-S on an annual basis. Subject to LSU’s compliance with the terms and conditions of this Agreement, for the year commencing July 1, 2021, OLPG shall compensate LSU for making HSC-S Faculty available to provide the PSA Services and satisfying the other obligations of LSU as set forth in this Agreement related to other Physician Services including, without limitation, all requirements of Section II and V, the following (collectively, “2022 Payments”): (i) One Hundred Percent (100%) of Prior Separate Contract Revenue (as such term is defined in the ACCA), **plus** (ii) all Net Physician Claims Revenue and New Separate Contract Revenue up to the Maximum Claims Revenue Amount, **plus** (iii) two-thirds of any Net Physician Claims Revenue and New Separate Contract Revenue that exceed the Maximum Claims Revenue Amount; **plus** (iv) Thirty-Five Million Seven Hundred Sixty-One Thousand Dollars (\$35,761,000) (“Base Payment”). For purposes of this Section 2.1.a, the terms “Prior Separate Contract Revenue,” “New Separate Contract Revenue,” and “Net Physician Claims Revenue” shall have the meanings assigned to them in Section 1 hereof.

b. During the year commencing July 1, 2021, OLPG shall pay LSU the 2022 Payments monthly by the fifteenth (15<sup>th</sup>) day of the month in the amount of (i) One Hundred Percent (100%) of Prior Separate Contract Revenue collected in the preceding month; (ii) One Hundred Percent (100%) of Net Physicians Claims Revenue and New Separate Contract Revenue collected in the preceding month up to the Maximum Claims Revenue Amount; (iii) two-thirds of any Net Physicians Claims Revenue and New Separate Contract Revenue collected in the preceding month upon reaching the Maximum Claims Revenue Amount; and (iv) one-twelfth of the Base Payment.

2.2 The Parties acknowledge that, pursuant to Section 8 of the ACCA and Section 2 of Exhibit A to the FSA, to the extent OLPG’s annual Net Physician Claims Revenue and New Separate Contract Revenue exceeds the Maximum Claims Revenue Amount during the Startup Period, such excess shall be retained by OLHS-NL to be utilized for purposes of the Parties’ Shared Mission as the OLHS-NL Joint Management Committee deems advisable and any such excess shall be paid to LSU only upon written agreement of the Parties. Any remaining issues for the year ending June 30, 2021 were resolved as part of the Settlement Agreement. For the year commencing July 1, 2021 and in accordance with Section 2.1 above, OLPG shall pay to HSC-S two-thirds of any Net Physician Claims Revenue and New Separate Contract Revenue that exceed the Maximum Claims Revenue Amount for the year beginning July 1, 2021.

2.3 The Parties hereby acknowledge and agree that the Monroe Practitioners will be transitioned as of July 1, 2021 from OLH Monroe to OLPG in accordance with the Monroe Practitioner Transition described in the Recitals.

2.4 Commencing July 1, 2021, the Maximum Claims Revenue Amount shall be Seventy-Four Million Five Hundred and Thirty Thousand Dollars (\$74,530,000).

3. **Reference to FSA.** Upon the effectiveness of the amendments contained in **Section 2** of this Amendment, each reference in the FSA to “this Agreement,” “hereunder,” or words of like import shall mean and be a reference to the FSA, as amended by this Amendment. Prospectively, LSU hereby authorizes HSC-S to enter into amendments to the compensation payable under the FSA in accordance with the “Program Budget” and “True-up/Settlement Process” described in Article Five of the PSA and the FSA.

4. **No Other Amendments.** Except as expressly stated above, the FSA remains in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered by their respective duly authorized officers as of the Amendment Effective Date.

**LSU HEALTH SCIENCES CENTER-  
SHREVEPORT FACULTY GROUP  
PRACTICE D/B/A OCHSNER LSU  
PHYSICIAN GROUP**

By: \_\_\_\_\_  
Charles Fox, M.D.  
President

Date: \_\_\_\_\_

**BOARD OF SUPERVISORS OF LOUISIANA  
STATE  
UNIVERSITY AND AGRICULTURAL AND  
MECHANICAL COLLEGE**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

210320

**FIRST AMENDMENT  
TO THE ACADEMIC AND CLINICAL COLLABORATION AGREEMENT**

THIS FIRST AMENDMENT TO THE ACADEMIC AND CLINICAL COLLABORATION AGREEMENT (“Amendment”) is made effective on the 1st day of July, 2021 (the “Amendment Effective Date”), by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (“LSU”), a Louisiana constitutional corporation, Ochsner Clinic Foundation, d/b/a Ochsner Health (“Ochsner”), a Louisiana nonprofit corporation, and Ochsner LSU Health System of North Louisiana, a Louisiana nonprofit corporation (“OLHS-NL”). LSU, Ochsner and OLHS-NL may hereinafter be referred to individually as a “Party” and collectively as the “Parties.”

**Recitals:**

**WHEREAS**, the Parties entered into the Academic and Clinical Collaboration Agreement as of October 1, 2018 (the “ACCA”) to provide the structure and governing principles for the creation and operation of OLHS-NL in north Louisiana;

**WHEREAS**, the ACCA defined the rights of LSU, through the LSU Health Sciences Center – Shreveport, an academic institution within LSU (“HSC-S”) and OLHS-NL to certain payments related to the provision of HSC-S faculty physicians and other professional healthcare practitioners (“HSC-S Practitioners”) providing clinical services at OLHS-NL facilities; and

**WHEREAS**, the Parties desire to amend the ACCA to formally memorialize the agreed upon changes to the ACCA as set forth below.

**NOW, THEREFORE**, the Parties hereto, intending to be legally bound hereby, agree as follows:

1. **Definitions.** Capitalized terms used in this Amendment, unless otherwise defined herein, shall have the meaning ascribed to such terms in the ACCA.

2. **Amendments to ACCA.** The ACCA is hereby amended as follows:

a) The definition of “Supplemental Payment Cap” is deleted and replaced with the following language:

**“Supplemental Payment Cap”** means Thirteen Million Dollars (\$13,000,000) in any State fiscal year.

b) Section 8.2 is deleted and replaced with the following language:

**Section 8.2 Additional Payments.** The FSA shall obligate HSC-S to, among other things, (a) require assignment (as applicable and to the extent not already assigned or reassigned) to OLPG of any and all rights of HSC-S, the HSC-S Physicians and the HSC-S Practitioners to bill and collect from patients and third-party payers for any Claims Reimbursed Physician Services and Contract Reimbursed Physician Services, (b) assign all Prior Separate Contract Revenue to OLPG, and (c) subject to the Separate Activity Evaluation Procedure applying the Prior Separate Activity Evaluation Criteria, any other relevant provisions of this Agreement, and any

contractual restrictions on assignment, (1) assign any contracts to which any Prior Separate Contract Revenue is attributable to OLPG within two (2) years from the Effective Date, and (2) enter into any renewals of such contracts through OLPG upon the expiration or termination of such contracts; provided, however, that HSC-S shall not be obligated to assign to OLPG (x) payments for any Dedicated Academic Activities, (y) payments for Carve Out Services and (z) Supplemental Payments in an amount not to exceed the Supplemental Payment Cap in any given State fiscal year, it being understood by the Parties that any Supplemental Payments in excess of the Supplemental Payment Cap shall be subject to assignment by HSC-S, the HSC-S Physicians and the HSC-S Practitioners to OLPG. Further, beginning with fiscal year 2022, the Parties understand and agree that any Supplemental Payments in excess of the Supplemental Payment Cap in any given State fiscal year shall be treated as additional Physician Claims Revenue for that State fiscal year in accordance with the FSA, as amended.

3. **Reference to ACCA.** Upon the effectiveness of the amendments contained in **Section 2** of this Amendment, each reference in the ACCA to “this Agreement,” “hereunder,” or words of like import shall mean and be a reference to the ACCA, as amended by this Amendment.

4. **No Other Amendments.** Except as expressly stated above, the ACCA remains in full force and effect in accordance with its terms.

*[Signature Page Follows]*

**OCHSNER LSU HEALTH SYSTEM OF NORTH LOUISIANA**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**OCHSNER CLINIC FOUNDATION**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BOARD OF SUPERVISORS OF LOUISIANA  
STATE UNIVERSITY AND AGRICULTURAL AND  
MECHANICAL COLLEGE**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

213320

*[Signature Page to the First Amendment to ACCA]*



**FIRST AMENDMENT  
TO SHARED SERVICES AGREEMENT**

THIS FIRST AMENDMENT TO THE SHARED SERVICES AGREEMENT (“Amendment”) is made effective on July 1, 2021 (the “Amendment Effective Date”), by and among the **Board of Supervisors of Louisiana State University and Agricultural and Mechanical College** (“LSU”), acting through the Louisiana State University Health Sciences Center at Shreveport (“LSUHSC-S”) and its Louisiana State University Medical School-Shreveport (the “School”), and **Ochsner LSU Health System of North Louisiana** (“OLHS-NL”), **BRF Hospital Holdings, L.L.C.**, doing business as Ochsner LSU Hospitals (“OLH”), **University Health Shreveport, L.L.C.**, doing business as Ochsner LSU Health Shreveport (“OLH Shreveport”), **BRFHH Monroe, L.L.C.**, doing business as Ochsner LSU Health Monroe (“OLH Monroe”), and **OLH Shreveport – St. Mary Medical Center, LLC** (“OLHS-SMMC”). OLH, OLH Shreveport, OLH Monroe, and OLHS-SMMC are collectively referred to as the “OLH Parties.” The OLH Parties, LSU, LSUHSC-S and the School are collectively referred to as the “Parties” and each a “Party.”

**Recitals:**

**WHEREAS**, LSU and the OLH Parties are parties to a certain Shared Services Agreement effective as of October 1, 2018 (the “SSA”), with OLHS-SMMC joining as an “OLH Party” effective April 23, 2020 pursuant to the Letter Agreement between LSU and OLHS-NL;

**WHEREAS**, the SSA provides for the LSU Support Services and the OLH Support Services to support the Shared Mission and operations of LSUHSC-S, the School, and the OLH Parties; and

**WHEREAS**, the Parties desire to amend the SSA to provide additional support from LSUHSC-S and formally memorialize the other agreed upon changes to the SSA as set forth below.

**NOW, THEREFORE**, the Parties hereto, intending to be legally bound hereby, agree as follows:

1. **Definitions.** Capitalized terms used in this Amendment, unless otherwise defined herein, shall have the meaning ascribed to such terms in the SSA and/or in the ACCA.

2. **Amendments to SSA.**

a. A new Section 5.2.4 shall be added to read as follows:

5.2.4 Support of OLHS-NL. LSUHSC-S shall cooperate with and provide support to OLHS-NL to support its strategic objective and Shared Mission. Any such support shall be provided in compliance with the provisions of the Agreement, including, specifically, Sections 13.15 and 14.2.

b. Section 10.3 shall be deleted in its entirety and replaced with the following:

10.3 Invoicing and Payment. Within sixty (60) days after the previous month’s end, each Party shall provide an invoice to the other Party/Parties, as applicable, for the Support Services it provided to the other Party/Parties during the previous month. All invoices are due and payable within thirty (30) days of receipt of the undisputed invoice. Such invoices and amounts due shall reflect changes in the scope of the Shared Services provided during such month (e.g., unfilled FTE positions, salary/benefit adjustments made consistent with Section 10.4 or changes to the scope

of Shared Services provided under this Agreement, including amendment to the Shared Services made pursuant to Section 2.4 or Section 2.5). Invoices shall contain documentation to support the amounts stated on the invoice. LSU also agrees to provide to the OLH Parties compensation and benefits information for LSU personnel providing LSU Support Services with sufficient detail to enable the Hospitals to include such actual costs in their cost reports to the satisfaction of the Hospitals.

3. **Reference to SSA.** Upon the effectiveness of the amendments contained in **Section 2** of this Amendment, each reference in the SSA to “this Agreement,” “hereunder,” or words of like import shall mean and be a reference to the SSA, as amended by this Amendment.

4. **No Other Amendments.** Except as expressly stated above, the SSA remains in full force and effect in accordance with its terms.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered by their respective duly authorized officers as of the Effective Date.

**OCHSNER LSU HEALTH SYSTEM OF NORTH LOUISIANA**

By: \_\_\_\_\_  
Name: Charles Daigle  
Title: Chief Executive Officer  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: David Lewis, M.D.  
Title: Chief Medical Officer  
Date: \_\_\_\_\_

**BRF HOSPITAL HOLDINGS, L.L.C. D/B/A OCHSNER LSU HOSPITALS**

**By: Ochsner LSU Health System of North Louisiana Its Duly Authorized Manager**

By: \_\_\_\_\_  
Name: Charles Daigle  
Title: Chief Executive Officer  
Date: \_\_\_\_\_

**UNIVERSITY HEALTH SHREVEPORT, L.L.C. D/B/A OCHSNER LSU HEALTH SHREVEPORT**

**By: Ochsner LSU Health System of North Louisiana Its Duly Authorized Manager**

By: \_\_\_\_\_  
Name: Charles Daigle  
Title: Chief Executive Officer  
Date: \_\_\_\_\_

**BRFHH MONROE, L.L.C. D/B/A OCHSNER LSU HEALTH MONROE**

**By: Ochsner LSU Health System of North Louisiana Its Duly Authorized Manager**

By: \_\_\_\_\_  
Name: Charles Daigle  
Title: Chief Executive Officer  
Date: \_\_\_\_\_

**OCHSNER LSU HEALTH SHREVEPORT – ST. MARY MEDICAL CENTER, LLC**

**By: Ochsner LSU Health System of North Louisiana Its Duly Authorized Manager**

By: \_\_\_\_\_  
Name: Charles Daigle  
Title: Chief Executive Officer  
Date: \_\_\_\_\_

**BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AGRICULTURAL AND MECHANICAL COLLEGE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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## SETTLEMENT AGREEMENT AND RELEASE

This **Settlement Agreement and Release** (the “Agreement”) is entered effective July 1, 2021 by and among **Ochsner LSU Health System of North Louisiana**, a Louisiana nonprofit corporation (“OLHS-NL”), and the **Board of Supervisors of Louisiana State University and Agricultural and Mechanical College** (“LSU”), acting through the Louisiana State University Health Sciences Center at Shreveport (“HSC-S”) and its Louisiana State University Medical School-Shreveport (the “School”). OLHS-NL and LSU are individually referred to herein as a “Party” and collectively as the “Parties.” Ochsner Clinic Foundation, a Louisiana nonprofit corporation doing business as Ochsner Health (“Ochsner”), joins herein solely to provide its consent with respect to the matters set forth in the Academic and Clinical Collaboration Agreement (the “ACCA”) to which it is a party.

### RECITALS

**WHEREAS**, the Parties entered into the ACCA and several “Collaboration Agreements” effective October 1, 2018 with the intent of creating OLHS-NL as an academic medical center in north Louisiana to operate the hospitals located in Shreveport and Monroe previously operated by HSC-S;

**WHEREAS**, the ACCA and the Faculty Services Agreement (the “FSA”) define the obligations of the Parties to collect reimbursements for HSC-S-employed physicians and other practitioners (together, “HSC-S Providers”);

**WHEREAS**, in reviewing the performance in the fiscal year ending June 30, 2021, LSU disputes OLHS-NL’s contention that it is entitled to retain the net collections paid for physician and other practitioner services at OLHS-NL’s hospital in Monroe, Louisiana (the “Monroe Practitioner Collections”), and OLHS-NL disputes that LSU is entitled to exclude the physician Full Medicaid Pricing (“Physician FMP”) payments it received for the year ending June 30, 2021, for HSC-S’s practitioners at OLHS-NL’s hospital in Monroe, Louisiana (together, the “Disputes”);

**WHEREAS**, the Parties wish to settle and resolve the Disputes without further proceedings or costs; and

**WHEREAS**, the terms of this Agreement, to which both Parties agree, sets forth the resolution of the Disputes and the basis for the understanding of the Parties for the year that began July 1, 2021.

**NOW, THEREFORE**, for and in consideration of the covenants and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Recitals**. The accuracy and truthfulness of the recitals are hereby acknowledged by the Parties and are fully incorporated by this reference.
2. **Consideration**. The consideration for this Agreement to be provided with the execution and delivery of this Agreement is as follows:
  - 2.1. **Release by Parties**. The mutual releases by the Parties as set forth below.
  - 2.2. **OLHS-NL Retention of Collections for Monroe Providers**. The Parties agree that OLHS-NL shall retain the Monroe Practitioner Collections for services on or prior to June 30, 2021. The Parties further agree that the First Amendment to the Faculty Services Agreement (the “FSA Amendment”) shall incorporate HSC-S’s interpretation and the Monroe Practitioner Collections will be included in Physician Claims Revenue for fiscal year 2022 beginning July 1, 2021.

2.3. HSC-S Retention of Monroe Practitioner FMP Payments. The Parties agree that HSC-S shall retain any payments under the Physician FMP accrued for the fiscal year ending June 30, 2021. The Parties further agree that the FSA Amendment shall incorporate HSC-S's interpretation and shall incorporate Physician FMP payments and other Supplemental Payments in excess of Thirteen Million Dollars (\$13,000,000) into Physician Claims Revenue for fiscal year 2022 beginning July 1, 2021.

2.4. OLHS-NL Retention of Physician Claims Revenue and New Separate Contract Revenue in Excess of Maximum Claims Revenue Amount for Fiscal Year 2021. The Parties agree that OLHS-NL shall retain any Physician Claims Revenue and New Separate Contract Revenue payable for services provided in the fiscal year ending June 30, 2021 that exceed the Maximum Claims Revenue Amount for the fiscal year ending June 30, 2021. The Parties further agree to utilize HSC-S's interpretation for fiscal year 2022 and the FSA Amendment shall require OLHS-NL to pay HSC-S two-thirds of any Physician Claims Revenue and New Separate Contract Revenue in excess of the Maximum Claims Revenue Amount for fiscal year 2022 beginning July 1, 2021.

2.5. Payment in Full. The Parties agree that the payments outlined herein and the execution and delivery of this Agreement constitute payment in full accord and satisfaction for all sums due to any Party in connection with or related to the Disputes.

3. Cooperation. The Parties agree to cooperate with each other in any way reasonably necessary to resolve the Disputes, including the execution and delivery of any documents that might be required for the Parties to carry out all of their duties and obligations pursuant to this Agreement, and the delivery of any books and records that may be required to carry out the terms of this Agreement.

4. General Release. For the consideration and mutual covenants contained herein, and for other good and valuable consideration,

4.1 OLHS-NL and each of its agents, employees, representatives, officers, directors, corporate affiliates, or subsidiary corporations, as well as each of its respective successors and assigns, past and present directors, past and present shareholders, and insurers, do hereby finally and completely waive, release, acquit, and forever discharge LSU, HSC-S, and School, and each of their agents, employees, representatives, officers or directors, as well as each of its respective successors and assigns, past and present directors, and insurers, from all liabilities, obligations, debts, or claims (known and unknown) incident to or arising from the Disputes.

4.2 LSU, HSC-S, and School and each of their agents, employees, representatives, officers or directors, as well as each of their respective successors, assigns, past and present directors, past and present shareholders, and insurers, do hereby finally and completely waive, release, acquit, and forever discharge OLHS-NL and each of its agents, employees, representatives, officers, directors, corporate affiliates, parent corporations or subsidiary corporations, as well as each of its respective successors and assigns, past and present directors, past and present shareholders, and insurers, from liabilities, obligations, claims and debts (known and unknown) incident to or arising from the Disputes.

5. Representations and Warranties: OLHS-NL and HSC-S warrant, acknowledge, and agree that:

5.1. Each has received independent legal advice prior to the execution of this Agreement and its counsel has explained the contents, scope and legal effect of each provision of this Agreement;

5.2. In executing this Agreement, each Party is relying upon its own judgment, belief and knowledge as to the nature, extent, merits and viability of the claims and potential claims and/or defenses and potential defenses;

5.3. The circumstances that any estimate or assumption made in executing the Agreement may now be, or may in the future turn out to be, inaccurate, unreasonable, unfounded or ill-advised will not affect the binding nature or enforceability of the Agreement;

5.4. This Agreement is executed without reliance upon any statement, representation, promise, inducement, understanding or agreement by or on behalf of any other Party hereto or by or on behalf of any representative, agent or attorney employed or retained by any other Party hereto, other than the matters expressly set forth herein;

5.5. This Agreement is the product of the efforts of all of the Parties and their respective counsel, and, as a result, it will not be construed, and no presumption will arise, based upon who drafted the agreement; and

5.6. Each Party executes this Agreement voluntarily and with full knowledge of its content and effect.

6. **Release of All Claims.** For the purpose of implementing a full and complete release and discharge of all obligations, OLHS-NL and HSC-S expressly acknowledge that this Agreement is intended to include and does include in its effect, without limitation, all claims between the Parties which OLHS-NL or HSC-S does not know or suspect to exist in their favor against the other Party at the time of execution hereof, and that this Agreement expressly contemplates the extinguishment of all such claims.

7. **Entire Agreement.** This Agreement constitutes the entire agreement between the OLHS-NL and HSC-S and shall be binding upon and inure to benefit of the executors, administrators, personal representatives, heirs, and successors, of each. The Agreement may not be altered or amended without written consent from OLHS-NL and HSC-S. The Agreement may be executed in several counterparts, and all so executed shall constitute one agreement, binding on all of the Parties hereto.

8. **Non-Waiver.** The failure or refusal of any Party to insist upon the strict performance of any provision of this Agreement or to exercise any right in any one or more instances or circumstances, shall not be construed as a waiver of such provision or right, nor shall such failure or refusal be deemed a custom or practice contrary to such provision or right.

9. **Severability.** If any paragraph, term or provision of this Agreement shall be held or is determined to be unenforceable, the balance shall, nevertheless, continue in full force and effect. The Parties agree that it is their intention that any such paragraph, term or provision which is held or determined to be unenforceable as written shall, nonetheless, be enforced and binding to the fullest extent permitted by law as though such paragraph, term or provision had been written in such a manner and to such an extent as to be enforceable under the circumstances.

10. **Notice.** Any notice or other communications between the Parties shall be made in writing and shall be given either in person or by registered or certified mail, return receipt requested, United States postage prepaid, or by Express Mail, Federal Express, or similar overnight express delivery service, addressed to the other Party at their last known address.

11. **Authority to Bind.** Each Party executing this Agreement warrants and represents that it has the authority to execute this Agreement on behalf of the Party for which it signs. This Agreement shall be binding upon the Parties hereto and their respective successors and assigns.

12. **Compromise of Disputed Claims.** The Parties hereto expressly acknowledge and agree that this Agreement pertains to disputed claims and that any settlement discussions, including proposing, negotiating and entering into this Agreement, neither indicate nor constitute any admission of any liability or wrongdoing of any nature whatsoever by any Party hereto. By considering, negotiating and entering into this Agreement, the Parties hereto are simply buying their peace and avoiding unnecessary legal costs and expenses. Therefore, this Agreement shall not be used as evidence of any liability or wrongdoing for any purpose whatsoever except as may be necessary to enforce the terms and conditions of this Agreement.

13. **Applicable Law.** The rights and obligations set forth herein shall be construed and enforced in accordance with, and governed by, the laws of the State of Louisiana without regard to principles of conflict of laws. The Parties agree that any dispute or controversy arising under or in connection with the Agreement shall be settled in the manner set forth in Article 9 of the ACCA.

14. **Liability.** The Parties hereto acknowledge and agree that the Agreement is executed and delivered, and the obligations to be performed hereunder are in settlement of the Disputes, and that neither the Agreement, nor any actions taken pursuant thereto, shall be, nor shall they be construed to be, an admission of liability on the part of either Party beyond that expressly stated herein.

*[The remainder of this page is intentionally left blank]*

The Parties hereby execute this Agreement effective as provided for herein.

**OCHSNER LSU HEALTH SYSTEM OF  
NORTH LOUISIANA**

By: \_\_\_\_\_  
Charles Daigle  
Chief Executive Officer

Date: \_\_\_\_\_

**BOARD OF SUPERVISORS OF  
LOUISIANA STATE  
UNIVERSITY AND AGRICULTURAL AND  
MECHANICAL COLLEGE**

By: \_\_\_\_\_  
David Lewis, MD  
Interim Chancellor  
Louisiana State University  
Health Sciences Center – Shreveport

Date: \_\_\_\_\_

**OCHSNER CLINIC FOUNDATION**

By: \_\_\_\_\_  
Pete November  
Chief Financial Officer

Date: \_\_\_\_\_

213150





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## Board of Supervisors

### ATHLETICS COMMITTEE

BOARD OF SUPERVISORS MEETING | SEPTEMBER 10, 2021



**Board of Supervisors**

**Request from LSU A&M to Approve Employment Contract for Jay Johnson, Head Baseball Coach**

**Date: September 10, 2021**

**1. Bylaw Citation**

Pursuant to Article VII, Section 1

K.3. Appointments and all other personnel actions relating to Head Coaches and Athletic Directors

**2. Summary of Matter**

This resolution seeks approval of the proposed employment contract with Jay Johnson, effective 7/1/2021. The key terms of the proposed contract are summarized below:

Name	Title	Term		Total Certain Compensation <sup>a</sup>
		Proposed Start Date	Proposed End Date	Proposed
Jay Johnson	Head Coach - Baseball	7/1/2021	8/31/2026	\$1,200,000

Notes:

- (a) Total Certain Compensation includes all compensation which the coach is contractually guaranteed to receive annually. It does not include the value of any fringe benefits, such as car and cell phone allowances, nor any one-time amounts, such as contract buy-outs or relocation allowances.

**3. Review of Business Plan**

N/A

**4. Fiscal Impact**

The Athletic Department currently expects that all funds relating to this employment contract will be paid from revenues generated by the Athletic Department. While authorized by the contract, it is not expected that any foundation dollars will be needed to provide for any of the supplemental compensation. No state general fund or tuition dollars are used.

**5. Description of Competitive Process**

N/A

**6. Review of Legal Documents**

The Office of General Counsel has reviewed the proposed contract.

**7. Parties of Interest**

LSU and Coach Jay Johnson

**8. Related Transactions**

N/A

**9. Conflicts of Interest**

None known

**10. Attachments**

1. Employment Agreement: Jay Johnson, Head Coach

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes the President, or his designee, to sign the contract with Jay Johnson as described in this item, and to include in such amendments any terms and conditions as he, in consultation with the General Counsel, deems to be in the best interests of LSU.

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

**EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”) is made and entered into as of the 1st day of July, 2021, by and between Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (“LSU” or “University”), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by William F. Tate, IV, its duly authorized President, and Jay Johnson (“EMPLOYEE”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
  - A. “President”: The President of LSU.
  - B. “Athletic Director”: The Director of Athletics at LSU.
  - C. “Base Salary Amount”: The annual sum of \$400,000.
  - D. “Position”: Head Coach of the Team.
  - E. “Start Date”: July 1, 2021.
  - F. “End Date”: August 31, 2026.
  - G. “Program”: The intercollegiate Baseball program at LSU.
  - H. “Team”: The intercollegiate athletic team which is a part of the Program.
2. **Term.** The term (“Term”) of this Agreement shall be for a definite term, commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Sections 11 or 12 of this Agreement.
3. **Employment.** LSU does hereby employ EMPLOYEE in the Position for the Term. EMPLOYEE will report directly to the Athletic Director. It is the goal of the parties that Employee will serve in the Position for the entirety of the Term. EMPLOYEE hereby agrees and promises that EMPLOYEE shall, within 30 days of employment by LSU, provide proof to LSU that EMPLOYEE has been issued a Louisiana driver’s license and that all vehicles registered in EMPLOYEE’s name are registered in Louisiana, all pursuant to the requirements of La. R.S. 42:31.
4. **Duties and Responsibilities.** EMPLOYEE’s duties and responsibilities shall include the following, all subject to law, LSU policy, and the directives, input, and advice of the President and the Athletic Director:
  - A. Administering, managing, and leading the Program in a professionally appropriate and competent manner;

- B. Administering, managing, and leading the Program in an effort to effectively compete in National Collegiate Athletic Association (NCAA) play;
- C. Hiring and firing (subject to appropriate budget approvals, such approvals not to be unreasonably withheld or delayed) and managing the assistant coaches and other athletic staff necessary and appropriate to assist EMPLOYEE in meeting the responsibilities herein;
- D. Performing all duties reasonably assigned to EMPLOYEE by the Athletic Director so long as such duties are consistent with those duties typically assigned to head coaches at colleges or universities at the same competitive level as LSU;
- E. Promoting and monitoring the success of the Team and its student-athletes both athletically and academically;
- F. Directing the Team, including management of staff, budget, and other resources;
- G. Understanding and agreeing that EMPLOYEE and EMPLOYEE's staff, with the reasonable assistance of LSU, are bound by and must be reasonably knowledgeable of and comply with: (1) all applicable federal and state laws governing intercollegiate athletics; and (2) all governing constitutions, by-laws, rules, policies, interpretations, and regulations of the NCAA, the Southeastern Conference ("SEC") and/or LSU (hereinafter collectively referred to as "Governing Athletics Regulations");
- H. Promptly reporting any known or reasonably suspected violation of Governing Athletics Regulations to the Athletic Director and the Director of Compliance;
- I. Understanding and complying with Title IX of the Education Amendments of 1972 and LSU policies on Title IX and sexual misconduct, including but not limited to Permanent Memorandum 73 ("PM-73") and, as a Responsible Person under PM-73, understanding and complying with the obligation to report incidents of sexual misconduct (including sexual harassment and sexual violence) and other inappropriate sexual conduct of which EMPLOYEE has knowledge or receives notice to LSU's Title IX Coordinator and other appropriate designee as required by PM-73.
- J. Cooperating fully in any investigation of possible violations of any Governing Athletic Regulations conducted or authorized by LSU, the SEC, or the NCAA at any time, and cooperating fully in any LSU internal investigation or inquiry;
- K. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
- L. Reasonably understanding, observing, upholding, and promoting LSU's written academic standards, requirements, and policies, and reasonably promoting an environment in which admissions, financial aid, academic services for student-athletes, and recruiting can be conducted consistent with LSU's mission;

- M. Cultivating and maintaining reasonable interaction with the Board of Supervisors, affiliated foundations, athletic conferences, institutional alumni, the media, the public, students, faculty, staff and other members of the LSU community, in accordance with the policies and instructions of the Athletic Director;
  - N. Performing all duties in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the Department of Athletics and LSU;
  - O. Using reasonable efforts, through due care and supervision, to ensure that all student-athletes and other individuals under or subject to EMPLOYEE's control, authority, or supervision comply with all Governing Athletics Regulations and act in accordance with the high moral, ethical, and academic standards of the Program and LSU;
  - P. Using reasonable efforts to promote the goal of LSU that every student-athlete obtains an undergraduate degree, and reasonably cooperating with academic counselors or similar persons designated by LSU to assist student-athletes and the faculty and administrators of LSU in connection with the academic pursuits of student-athletes;
  - Q. Understanding and complying with NCAA Bylaw 11.1.1.1, which provides: "An institution's head coach is presumed to be responsible for the actions of all institutional staff members who report, directly or indirectly, to the head coach. An institution's head coach shall promote an atmosphere of compliance within his or her program and shall monitor the activities of all institutional staff members involved with the program who report, directly or indirectly, to the coach;" and
  - R. Performing all other reasonable duties customarily performed by head coaches in similar programs at colleges or universities competing at the same level as LSU.
5. **Sports Camps.** EMPLOYEE, subject to Governing Athletics Regulations and Athletic Department guidelines, rules and regulations, may operate or work at sports camps or clinics at LSU. LSU does not guarantee or provide any supplemental compensation or additional revenue from operation of sports camps or clinics. EMPLOYEE shall not be permitted to sell, assign, lease, donate or otherwise transfer any ownership, assets or interests in such a camp or clinic to any other person or entity without the prior written approval of the President. Use of University facilities by sports camps must comply with University policy.
6. **Base Salary.** LSU agrees to pay EMPLOYEE the Base Salary Amount annually, in 12 equal monthly installments, on LSU's regular monthly payroll date. The Base Salary Amount shall be reviewed at the end of each season of Program and may be adjusted at that time by the Athletic Director, subject to recommendation, review, and approval pursuant to LSU personnel policies and LSU Bylaws and Regulations. However, in no event will EMPLOYEE's Base Salary Amount be reduced as a result of any such review.

7. **Supplemental Compensation.** EMPLOYEE shall be entitled to Supplemental Compensation as provided in Schedule A, which is attached to and made a part of this Agreement. Supplemental Compensation may be payable, in whole or in part, from affiliated foundation funds.
8. **Incentive Compensation.** In the event the Team participates in postseason game(s), EMPLOYEE may be eligible for Post-Season Incentive Compensation as additional compensation for the extra services required of EMPLOYEE in the preparation for and participation in post-season play, in accordance with LSU's policies and procedures, which may be payable from affiliated foundation funds. Incentive Compensation shall be in the amounts and for meeting the goals set forth in Schedule A, which is attached to and made a part of this Agreement, and if payable, shall be paid within 60 days of achieving the goal indicated. EMPLOYEE must be employed by LSU at the time the goal is achieved to be eligible for Incentive Compensation. If EMPLOYEE does not actively coach the Team in the Position for any post-season game for any reason, including but not limited to termination or re-assignment of position, EMPLOYEE shall not be entitled to Post-Season Incentive Compensation.
9. **Retirement and Fringe Benefits.** EMPLOYEE shall be entitled to the following benefits, part of which may be paid from affiliated foundation funds:
  - A. Retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts as defined by law. EMPLOYEE understands and agrees that no contributions for purposes of any State of Louisiana retirement program will be made by LSU or withheld from EMPLOYEE's compensation except as to the Base Salary Amount and any earned Post-Season Incentive Compensation, and EMPLOYEE shall not be entitled to any retirement benefits that may otherwise be attributable to any other compensation paid pursuant to this Agreement. EMPLOYEE further acknowledges that sums paid under Sections 5 (Sports Camps), 7 (Supplemental Compensation) and 10 (Additional Revenue) shall not be considered "base pay," "earned compensation," or "earnable compensation" as such terms are defined under Louisiana law, and shall not be included as compensation for the purpose of computation of retirement benefits. Retirement contributions are subject to the limitations of federal law and Louisiana law.
  - B. Membership in a country club, such as the University Club of Baton Rouge, provided that: (1) LSU business-related (non-personal) expenses incurred in accordance with LSU and foundation policy will be reimbursed from affiliated foundation funds; and (2) EMPLOYEE shall be responsible for payment of all personal charges and charges unrelated to LSU business.
  - C. An automobile entitlement of (1) an annual automobile allowance in an amount not to exceed \$1,000 per month, or (2) to the extent consistent with state ethics law, use of courtesy vehicle provided by a dealership and related automobile insurance.

- D. EMPLOYEE may invite guest(s) for travel to athletic events as per the LSU Travel Handbook. Any guest(s) for travel on chartered or commercial transportation requires the approval of the Athletic Director or the Athletic Director's designee.
- E. As part of any third-party apparel and/or equipment related contract with LSU, EMPLOYEE acknowledges and agrees that Team may be provided and/or allocated apparel and/or equipment from and by LSU, which apparel and equipment shall be used exclusively and solely by EMPLOYEE in furtherance of EMPLOYEE'S employment duties and Team-related activities as applicable to EMPLOYEE'S employment with LSU.

## 10. Additional Revenue.

- A. Subject to compliance with Governing Athletics Regulations, including but not limited to current NCAA Bylaw 11.2.2 and 11.3.2, and LSU Permanent Memorandum 11 ("PM-11"), EMPLOYEE may earn or receive other revenue ("Additional Revenue") while employed by LSU, including working with sports camps or clinics, provided, however, that EMPLOYEE shall obtain prior written approval from the President before engaging in any commercial or private venture, including the use of EMPLOYEE's name by any commercial, public or private entity, which approval shall not be unreasonably withheld. EMPLOYEE shall report annually to the President and the Athletic Director, in writing, in compliance with NCAA Bylaws 11.2.2, 11.3.2.1, and 11.3.2.1.1, and any applicable LSU policy, all athletically-related income or benefits received by EMPLOYEE from sources outside LSU, and LSU shall have reasonable access to all records of EMPLOYEE to verify this report. LSU does not guarantee any amount of Additional Revenue.
- B. EMPLOYEE shall not, without written approval of the President and the Athletic Director and compliance with PM-11, arrange for or agree to the receipt by any other employee of any supplemental pay, bonus, or other form of payment from any outside source.
- C. Without the prior written approval of the President, EMPLOYEE shall not appear on, or in, any radio, television, or internet programs or other electronic medium other than those produced or sponsored by LSU, except routine news media interviews for which no compensation is received. EMPLOYEE shall not appear in or make any advertisement or make any commercial endorsement without the prior written approval of the President and the Athletic Director.

## 11. Termination and Suspension.

- A. **Termination by LSU for Cause.** This Agreement may be terminated for "cause" by LSU, acting through the President, at any time prior to its expiration, upon written notice to EMPLOYEE.
  - 1. For purposes of this Section, "cause" for termination shall be defined particularly but not exclusively as:



- a. Committing a material and substantial violation (including repeated secondary violations) of Governing Athletics Regulations, or failing promptly to report any such violation by another person to the President and the Director of Compliance, or committing a material and substantial violation of any LSU policies, rules, or procedures that are within the scope and/or meet the definition of Governing Athletics Regulations;
- b. Committing a material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (i) the violation occurs or continues to occur after EMPLOYEE knew or had constructive knowledge that it was about to occur or was occurring, or (ii) EMPLOYEE failed to establish and maintain reasonable policies and procedures, or to follow reasonable policies and procedures established in writing by the Athletic Department for the Program to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;
- c. Committing or being convicted of either: (i) any felony, or (ii) any misdemeanor involving gambling, drugs, or alcohol;
- d. Engaging in serious misconduct which either: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings EMPLOYEE into substantial public disrepute sufficient to materially impair EMPLOYEE's ability to perform the obligations contained herein without material adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to EMPLOYEE as a visible representative of LSU, including but not limited to, acts of dishonesty, misrepresentation, fraud, or violence that may or may not rise to level of warranting criminal prosecution by the relevant authorities;
- e. Unreasonable refusal or repeated failure to perform any duties imposed upon EMPLOYEE herein (including, but not limited to, those duties specified in this Agreement), or failing to perform the same to the best of EMPLOYEE's reasonable ability;
- f. Prolonged absence from LSU without consent, which will not be unreasonably withheld;
- g. Committing fraud in the performance of any duties and responsibilities herein, either with intent or reckless disregard for the truth, including but not limited to fraud or dishonesty in any written or verbal statements, including résumés, provided by EMPLOYEE to LSU in the application process or fraud in the

preparation, falsification, or alteration of documents or records of LSU, the NCAA, or the SEC, or documents or records pertaining to any recruit or student athlete, including without limitation transcripts, eligibility forms, and compliance reports; or knowingly permitting any other person to commit such fraud;

- h. Failure to respond accurately and fully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties herein or at any prior employment at any other institution of higher learning propounded by LSU, the NCAA, the SEC or any other governing body having supervision over the athletic programs of LSU or such other institution of higher education, or required by law or Governing Athletics Regulations; or knowingly permitting any other person to fail to so respond;
- i. Participation in any gambling, bookmaking, wagering, or betting involving any athletic contest whether by soliciting, placing, or accepting a bet or wager or through a bookmaker, a pool, or any other method of gambling; or knowingly permitting any student athlete or other individual under EMPLOYEE's control, authority, or supervision to participate in such activity;
- j. Providing information or data, other than information or data provided to the general public through public presentation, relating in any manner to any intercollegiate sport or to any student athlete to any individual whom EMPLOYEE knows (or has constructive knowledge) to be a gambler, better, or bookmaker, or an agent of any such person; or knowingly permitting any student athlete or other individual under EMPLOYEE's control, authority, or supervision to furnish such information or data;
- k. Use or consumption of alcoholic beverages or controlled substances, steroids, or other drugs or chemicals to such degree and for such appreciable period as to substantially impair EMPLOYEE's ability to perform the duties herein;
- l. Sale, purchase, use or possession of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by EMPLOYEE is prohibited by law or Governing Athletics Rules. The provisions of this subsection do not prohibit the use or possession of substances or drugs lawfully prescribed by a healthcare provider, and used in accordance therewith.
- m. Knowingly encouraging or allowing the sale, purchase, use, or possession by any student athlete or other individual under EMPLOYEE's control, authority, or supervision of any controlled

substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by such person is prohibited by law or Governing Athletics Rules;

- n. Failing reasonably to cooperate in the investigation and enforcement of Governing Athletics Regulations or in any LSU internal investigation or inquiry; or knowingly permitting any other person to fail to cooperate in such investigation and enforcement;
  - o. Subject to any right of administrative appeal permitted or granted to EMPLOYEE by the NCAA or SEC, any finding or determination by the NCAA, SEC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by EMPLOYEE of NCAA or SEC rules, or of any such major or repetitive violations by others under the direct supervision of EMPLOYEE which were knowingly and intentionally permitted, encouraged, or condoned by EMPLOYEE, or about which violations EMPLOYEE knew or should have known and should have acted reasonably to prevent, limit, or mitigate (it is recognized that this subsection includes findings or determinations of violations during employment of EMPLOYEE at any other institution of higher education);
  - p. Failing to report promptly to the Director of Compliance any violations of Governing Athletics Regulations involving the Team of which EMPLOYEE has actual knowledge;
  - q. Failure by EMPLOYEE to engage in, and use best efforts to ensure that personnel under EMPLOYEE's direct or indirect supervision engage in, safe and responsible treatment of student athletes on the Team, including without limitation failure to comply with any requirement pertaining to medical clearance for participation, or any other act or omission (including but not limited to physical and/or emotional abuse of student athletes) that creates, or could reasonably be expected to create, an unreasonable risk of harm to a student athlete;
  - r. Failure to comply with LSU policies, rules and regulations concerning Title IX, including specifically but not exclusively the reporting of any incident of sexual misconduct in accordance with LSU's Title IX policy and PM-73; or
  - s. Knowingly committing material violation(s) of the terms of this Agreement.
2. In the event of termination for cause, EMPLOYEE's Base Salary Amount, Supplemental Compensation (if any), and all other compensation and

benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than compensation (including Incentive Compensation) earned prior to the termination date. The termination date shall be the date on which the initial notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination. Should the EMPLOYEE be reinstated following a hearing, EMPLOYEE shall be paid any lost compensation and benefits, retroactive to the date of the initial notice of termination.

3. Prior to termination for cause, EMPLOYEE shall be provided with written notice of contemplated termination and a statement of the grounds and facts in support thereof and shall have five calendar days from receipt of such notice to respond in writing and/or present documents or other written evidence to the Athletic Director.

After review of any such response, the Athletic Director will provide EMPLOYEE written notice of a decision. Within five calendar days of receipt of the decision, EMPLOYEE may make a written request for a hearing to the President. If no such request is made, the decision of the Athletic Director is final. If a request for hearing is made, the President or the President's designee(s) will conduct the hearing. The hearing and related proceedings will not be open to the public. EMPLOYEE has the right to an advisor, including legal counsel, at the hearing but the advisor or counsel may not participate in the hearing, question witnesses or address the President or President's designee(s).

4. Within five calendar days of the hearing, EMPLOYEE will be provided written notice of the decision of the President, which will be final.
5. As required by NCAA Bylaw 11.2.1, EMPLOYEE is hereby notified that in addition to the actions LSU may take in accordance with this Agreement, EMPLOYEE is also subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures if EMPLOYEE is found by the NCAA or LSU to be in violation of NCAA Bylaws. EMPLOYEE agrees that LSU shall implement any such disciplinary or corrective actions imposed by the NCAA. EMPLOYEE further understands that EMPLOYEE has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case, pursuant to this Agreement and NCAA Bylaw 11.2.1, and that such obligation continues in effect during and beyond the termination of this Agreement for any violations alleged to have occurred during EMPLOYEE's employment by LSU.

**B. Termination by LSU without Cause.**

1. LSU shall have the right to terminate this Agreement without cause upon written notice to EMPLOYEE. In such event, LSU will pay EMPLOYEE liquidated damages in lieu of any and all other legal remedies or equitable relief as detailed below and as provided in Schedule A.
2. In the event of termination by LSU without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than the liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.
3. Liquidated damages under this Section will be paid in equal monthly installments over a period of time equal to the amount of time then remaining in the Term.
4. In the event of termination by LSU without cause, the amount of liquidated damages owed by LSU under this Section shall be reduced and extinguished by and to the extent of any compensation EMPLOYEE earns, receives, or is entitled to receive for athletics-related employment from any third party from the termination date until LSU's obligation pursuant to this Section to EMPLOYEE terminates or ceases to exist. EMPLOYEE shall exercise due diligence and good faith in seeking other athletically-related employment. In the event EMPLOYEE obtains such other employment, EMPLOYEE must notify LSU and provide any and all documentation requested by LSU to determine the amount of compensation received by EMPLOYEE and the amount of offset due to LSU.
5. The parties have bargained for this liquidated damages provision. This is an agreement for personal services. The parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause EMPLOYEE to lose the salary, supplemental compensation, fringe benefits, certain other LSU-provided benefits, and possibly other income and benefits provided by third parties, which damages are impossible to determine with certainty. As such, the damages that may be suffered by EMPLOYEE in the event of a termination of this Agreement by LSU without cause are difficult to presently and accurately estimate. In addition, the parties expressly agree that the liquidated damages herein are not in any way a penalty.

**C. Termination by EMPLOYEE Without Cause.**

1. EMPLOYEE shall have the right to terminate this Agreement without cause upon written notice to LSU. In the event EMPLOYEE terminates this Agreement without cause, EMPLOYEE will pay LSU liquidated damages, in lieu of any and all other legal remedies or equitable relief. In the event of termination by EMPLOYEE without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, which, unless otherwise agreed to in writing by LSU on one hand and EMPLOYEE on the other hand, shall be the earlier of: (a) the date on which EMPLOYEE provides notice of termination to LSU; (b) the date on which EMPLOYEE accepts employment from another employer; or (c) the date on which EMPLOYEE performs any work or services of any kind or nature whatsoever on behalf of or for the benefit of another employer. LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date, other than any earned by unpaid Incentive Compensation. The Parties acknowledge that this provision is intended to obligate EMPLOYEE to repay unearned compensation and fees previously received under the premise that EMPLOYEE would fulfill the Term of this Agreement.
2. If EMPLOYEE terminates employment during the Term, EMPLOYEE will pay to LSU liquidated damages as provided in Schedule A. EMPLOYEE shall have the option to pay such amount in a lump sum or in equal monthly installments over a period of time equal to the amount of time then remaining in the Agreement.
3. Liquidated damages under this Section may be waived, in the sole discretion of the President, if EMPLOYEE is not in breach of any provision of this Agreement and LSU determines that such a waiver would serve the best interests of LSU, considering factors such as, but not limited to, EMPLOYEE's length of service with LSU, whether EMPLOYEE is taking another athletically-related job, the impact the timing of EMPLOYEE notice has on the Team (whether it is given before, during, or after the Team's season and recruiting period), EMPLOYEE's ability and willingness to assist LSU if requested during any transition period (such as during post-season play after giving notice at the end of the regular season), ease of recruiting a replacement for EMPLOYEE, and the impact that the payment of liquidated damages would have on recruiting and retaining other similarly-situated coaches.
4. The parties have bargained for this liquidated damages provision. This is an agreement for personal services. The parties recognize that termination of this Agreement by EMPLOYEE prior to its expiration by lapse of term would cause LSU to incur administrative, recruiting, and resettlement costs

in obtaining a replacement coach for Team, in addition to potentially increased compensation costs and loss of ticket revenues, which damages are impossible to determine with any certainty.

5. Unless notice of termination under this Section has been given by either party, neither EMPLOYEE nor EMPLOYEE's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment for EMPLOYEE with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving prior written notice (which written notice shall for the purposes of this Section include electronic mail) to the President and the Athletic Director.

**D. Suspension or Other Disciplinary Action.**

1. In lieu of termination for cause, and apart from any rights it may have under this Agreement, LSU may impose disciplinary sanctions less severe than termination upon EMPLOYEE, up to and including suspension or leave without pay for a period no longer than 90 days for any act or omission which would be grounds for discipline or termination for cause. Imposition of such sanctions shall be at the discretion of LSU, which shall not be exercised arbitrarily or capriciously. Prior to suspension without pay under this provision, EMPLOYEE shall be provided written notice of the grounds for the suspension and shall have five calendar days from receipt of such notice to respond in writing to the Athletic Director. After review of any such response, the Athletic Director or the Athletic Director's designee(s) will provide EMPLOYEE with written notice of a decision and/or suspension.
2. Upon written notice and after reasonable opportunity to respond in writing, LSU may suspend EMPLOYEE for an indefinite period during any investigation by LSU, another governmental entity, or the NCAA or SEC to determine whether EMPLOYEE has violated any laws or Governing Athletics Regulations. During such suspension, EMPLOYEE shall receive only the Base Salary and any compensation earned but not yet paid as of the date of the suspension, along with fringe benefits provided under Section 9 of this Agreement, and shall not be entitled to receive any other benefits, compensation or remuneration set forth in this Agreement for the period of such suspension. If the matter giving rise to the suspension is finally resolved completely in favor of EMPLOYEE, and does not otherwise represent an independent basis for termination herein for cause, LSU shall pay or make available to EMPLOYEE the benefits and other compensation herein otherwise payable to EMPLOYEE during the period of suspension. Any such benefits which are payable pursuant to this Agreement by an affiliated foundation shall only be paid by such foundation, subject to its approval. Suspension under this subsection shall not limit any rights of LSU to terminate EMPLOYEE for cause.

3. EMPLOYEE shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA and SEC regulations, respectively. Such action by the NCAA or the SEC shall not preclude or in any manner affect LSU's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.
  4. Notwithstanding any other provision of this Agreement to the contrary, if EMPLOYEE is suspended by the SEC or NCAA, EMPLOYEE shall automatically be suspended by LSU for the duration of the SEC or NCAA imposed suspension without further notice or process. During such suspension, EMPLOYEE shall not be entitled to receive any compensation, benefits or any other payments under this Agreement except for fringe benefits provided under Section 9 of this Agreement.
- E. **Termination by Death or Disability.** In the event of the death of EMPLOYEE or the inability of EMPLOYEE to perform the obligations described in this Agreement with or without accommodation by reason of disability or some other occurrence beyond the control of either party, and such inability to perform has continued or will continue beyond a reasonable period of time, but not less than 60 days, this Agreement shall terminate as a termination with cause and all future obligations between the parties shall cease upon the termination date reasonably established by LSU, unless otherwise required by law.
- F. **Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither EMPLOYEE nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speaking, camps or other outside activity, or damages allegedly sustained by reason of alleged humiliation or defamation or other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or EMPLOYEE of information or documents required by law. EMPLOYEE acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, EMPLOYEE shall have no right to occupy the Position and that EMPLOYEE's sole remedies are provided herein and shall not extend to injunctive relief. EMPLOYEE further acknowledges and agrees that EMPLOYEE is not eligible for and will not be considered for or granted tenure by LSU.



12. **Discontinuation of the Program by the University.** Notwithstanding any provision to the contrary, in the event the University determines for any reason within its sole discretion to discontinue the Program as a Division I sport, LSU shall have the right to terminate this Agreement without further obligation to EMPLOYEE. Notice of termination under this Section shall be in writing and shall establish a date of termination no less than 90 days from the date of the notice or upon the End Date, whichever occurs first. In the event the right to terminate pursuant to this Section is exercised, LSU agrees to pay EMPLOYEE liquidated damages in the amount of 50 percent of Base Salary and Supplemental Compensation for the unexpired Term with partial years and months pro-rated. Liquidated damages under this Section will be paid in equal monthly installments over a period of time equal to the amount of time then remaining in the Term.

13. **Retention and Return of all Materials, Records, and Other Items.** All documents, records, or materials, including without limitation personnel records, recruiting records, team information, films, statistics, or any other material or data furnished to EMPLOYEE by LSU or developed by EMPLOYEE on behalf of or at the expense of LSU or otherwise in connection with the employment of EMPLOYEE are and shall remain the sole and confidential property of LSU. Within 10 days of the expiration or termination of this Agreement, EMPLOYEE shall cause any such materials in EMPLOYEE's possession or control to be delivered to LSU. At the same time, EMPLOYEE shall return to LSU all credit cards, keys, computers, automobiles, mobile communication devices and other items belonging to LSU which were issued to or are in the possession of EMPLOYEE.

14. **Leave and Overtime.**

A. **No Annual Leave.** Because of the specific nature of EMPLOYEE's job duties and the irregular times during which EMPLOYEE will be required to perform those job duties (for example, working in excess of 40 hours per week during Team's season, post-season, and recruiting period, while having fewer responsibilities in the off-season), EMPLOYEE acknowledges and agrees that EMPLOYEE will not earn or accrue annual leave.

1. EMPLOYEE's Base Salary Amount has been mutually negotiated with this understanding, and both EMPLOYEE and LSU agree that the Base Salary Amount would be less if EMPLOYEE were entitled to earn annual leave.

2. If any administrative tribunal, statewide elected official, or state board or commission with jurisdiction over such matters, or any court of competent jurisdiction, rules or publishes a formal written opinion or decision that Louisiana law requires EMPLOYEE to earn annual leave, and such rule or opinion is binding on LSU or LSU otherwise determines to comply with the opinion or ruling, then EMPLOYEE's Base Salary shall be reduced by the dollar value of the annual leave for which EMPLOYEE is credited (using the dollar value of such annual leave as of the date on which the opinion or ruling is published). This reduction shall be retroactive to the date on which EMPLOYEE's earning of annual leave is calculated to begin, and EMPLOYEE shall repay to LSU the amount of the reduction. EMPLOYEE

shall pay LSU any amount owed as a result of this retroactive reduction in equal monthly installments for a period of 12 months (or such longer or shorter period as may be mutually agreed in writing by EMPLOYEE and LSU) from the date on which the EMPLOYEE is given notice that EMPLOYEE will be credited with annual leave pursuant to this Section. In the alternative, if not prohibited by the ruling or otherwise disallowed by law, EMPLOYEE may waive EMPLOYEE's right to annual leave (both retroactively and/or prospectively) in lieu of making the payments that would otherwise be required under this Section.

- B. **No Overtime.** EMPLOYEE qualifies and is designated as exempt under the Fair Labor Standards Act and is not be entitled to any overtime pay or compensatory leave for work in excess of 40 hours in any workweek.
  - C. **Sick Leave.** EMPLOYEE will accrue and use sick leave in accordance with LSU policy.
  - D. **Notice of Absence.** EMPLOYEE is required to receive authorization from the Athletic Director or the Athletic Director's designee prior to being absent from EMPLOYEE's usual duties and responsibilities, not to be unreasonably withheld.
15. **Non-Assignment.** Neither party may assign, transfer, alienate, or encumber any of its rights or obligations hereunder without the express written consent of the other party, except as otherwise specifically set forth in this Agreement.
16. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement and understanding of the parties concerning the employment of EMPLOYEE by LSU and shall, upon the effective date hereof, supersede any other oral and written agreements between the parties. There are no oral or other agreements, understandings, promises, or representations between the parties affecting this Agreement. Both parties have relied solely on their own respective judgments in entering into this Agreement, with full opportunity to seek advice of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of the Agreement.
17. **Indirect Actions Prohibited.** Any act which EMPLOYEE is prohibited from doing directly in this Agreement may not be done indirectly by EMPLOYEE or another person on EMPLOYEE's behalf or at EMPLOYEE's behest.
18. **Amendments to Agreement.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by EMPLOYEE, such approval and acceptance to be acknowledged in writing.
19. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.



for Finance and Administration/CFO

**SCHEDULE A**  
**SUPPLEMENTAL TERMS FOR JAY JOHNSON**

This Schedule A supplements and further defines the provisions of the Employment Agreement entered into between LSU and EMPLOYEE to which it is attached (the “Agreement”). In the event of a direct and clear conflict between the other provisions of the Agreement and this Schedule A, the provisions of this Schedule A shall control.

**1. Supplemental Compensation.** Pursuant to Section 7 of the Agreement, Supplemental Compensation is payable as follows.

A. **Media Participation.** While employed under this Agreement, EMPLOYEE will earn and receive Supplemental Compensation in the following amounts each year of this Agreement in annualized amounts payable in 12 equal monthly installments on LSU’s regular monthly payroll date and pro-rated appropriately for partial years and months:

Start Date through August 31, 2022:	\$800,000
September 1, 2022 through August 31, 2023:	\$850,000
September 1, 2023 through August 31, 2024:	\$900,000
September 1, 2024 through August 31, 2025:	\$950,000
September 1, 2025 through August 31, 2026:	\$1,000,000

This compensation to EMPLOYEE is for being available for, appearing on or participating in, as requested, University sanctioned television, radio and internet programming concerning LSU and the Team.

**2. Incentive Compensation Schedule.** Pursuant to Section 8 of the Agreement, Incentive Compensation is payable as follows.

A. **Post-Season Incentive Compensation.** Subject to the terms and conditions set forth in the Agreement, EMPLOYEE shall receive Post-Season Incentive Compensation in the amounts, and based on attaining the goals as outlined below:

1. Southeastern Conference (maximum \$55,000 per contract year):
  - SEC West Champions \$ 15,000 AND
  - SEC Regular Season Champion \$ 20,000 AND
  - SEC Tournament Championship \$ 20,000
2. NCAA Tournament Appearance (maximum \$260,000 per contract year):
  - Regional Appearance \$ 20,000 AND

- Super Regional Host  
(reduced by \$15,000 if on the road) \$ 40,000 AND
- Appearance in College World Series \$ 50,000 AND
- Appearance in College World Series  
Championship Series \$ 50,000 AND
- National Champion \$ 100,000

B. **Coaching Recognition Incentive Compensation.** EMPLOYEE may earn Coaching Recognition Incentive Compensation for receiving the following recognition. Coaching Recognition Incentive Compensation, if payable, shall be considered earned as of the first date any of the listed honors is named and shall be paid within 60 days of that date. The maximum amount of Coaching Recognition Incentive Compensation payable in a contract year shall be \$60,000.

- 1. SEC Coach of the Year \$20,000
- 2. National Coach of the Year \$40,000

C. **Academic Incentive Compensation.** In the event the multi-year Academic Performance Rate “APR” (as defined by the NCAA) for the Program is the minimum APR multi-year score established by the NCAA (current minimum score is 930) in any one contract year, LSU agrees to pay EMPLOYEE Academic Incentive Compensation in the amount of \$15,000 for that contract year. To be eligible for such compensation, EMPLOYEE must be employed by LSU as of the date on which the incentives are earned.

3. **Liquidated Damages for Termination by LSU Without Cause.** Pursuant to Section 11(B)(1) of the Agreement, if LSU terminates Employment during the Term without cause, LSU will pay EMPLOYEE liquidated damages in the amount of Base Salary and Supplemental Compensation for the unexpired Term with partial years and months pro-rated.

4. **Liquidated Damages for Termination by EMPLOYEE Without Cause.** Pursuant to Section 11(C)(2) of the Agreement, if EMPLOYEE terminates employment at any time before the End Date, EMPLOYEE will pay to LSU as liquidated damages 50 percent of the Base Salary and Supplemental Compensation which would have been payable to EMPLOYEE under the Agreement for the remaining Term.

5. **Supplemental Provisions.**

A. EMPLOYEE shall receive a relocation incentive of \$35,000 to be used for relocation expenses. To receive these funds, EMPLOYEE must sign a Relocation Incentive Agreement which provides that all or part of the moving expense payment must be repaid to LSU if employment does not continue for at least two years from





**Board of Supervisors**

**Request from LSU A&M to Approve Employment  
Contract for Richard Bishop, Co-Head Swimming & Diving Coach**

**Date: September 10, 2021**

**1. Bylaw Citation**

Pursuant to Article VII, Section 1

K.3. Appointments and all other personnel actions relating to Head Coaches and Athletic Directors

**2. Summary of Matter**

This resolution seeks approval of the proposed employment contract with Richard Bishop, effective 6/30/2021. The key terms of the proposed contract are summarized below:

Name	Title	Term		Total Certain Compensation <sup>a</sup>
		Proposed Start Date	Proposed End Date	Proposed
Richard Bishop	Co-Head Coach - Swimming & Diving	6/30/2021	6/30/2026	\$165,000

Notes:

- (a) Total Certain Compensation includes all compensation which the coach is contractually guaranteed to receive annually. It does not include the value of any fringe benefits, such as car and cell phone allowances, nor any one-time amounts, such as contract buy-outs or relocation allowances.

**3. Review of Business Plan**

N/A

**4. Fiscal Impact**

The Athletic Department currently expects that all funds relating to this employment contract will be paid from revenues generated by the Athletic Department. While authorized by the contract, it is not expected that any foundation dollars will be needed to provide for any of the supplemental compensation. No state general fund or tuition dollars are used.

**5. Description of Competitive Process**

N/A

**6. Review of Legal Documents**

The Office of General Counsel has reviewed the proposed contract.



**7. Parties of Interest**

LSU and Coach Richard Bishop

**8. Related Transactions**

N/A

**9. Conflicts of Interest**

None known

**10. Attachments**

1. Employment Agreement: Richard Bishop, Co-Head Coach

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes the President, or his designee, to sign the contract with Richard Bishop as described in this item, and to include in such amendments any terms and conditions as he, in consultation with the General Counsel, deems to be in the best interests of LSU.

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

**EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”) is made and entered into as of the 1st day of July, 2021, by and between Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (“LSU” or “University”), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by William F. Tate, IV, its duly authorized President, and Richard Bishop (“EMPLOYEE”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
  - A. “President”: The President of LSU.
  - B. “Athletic Director”: The Director of Athletics at LSU.
  - C. “Base Salary Amount”: The annual sum of \$160,000.
  - D. “Position”: Co-Head Coach of the Team.
  - E. “Start Date”: June 30, 2021.
  - F. “End Date”: June 30, 2026.
  - G. “Program”: The intercollegiate Swimming and Diving program at LSU.
  - H. “Team”: The intercollegiate athletic team which is a part of the Program.
2. **Term.** The term (“Term”) of this Agreement shall be for a definite term, commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Sections 11 or 12 of this Agreement.
3. **Employment.** LSU does hereby employ EMPLOYEE in the Position for the Term. EMPLOYEE will report directly to the Athletic Director. It is the goal of the parties that Employee will serve in the Position for the entirety of the Term.
4. **Duties and Responsibilities.** EMPLOYEE’s duties and responsibilities shall include the following, all subject to law, LSU policy, and the directives, input, and advice of the President and the Athletic Director:
  - A. Administering, managing, and leading the Program in a professionally appropriate and competent manner;
  - B. Administering, managing, and leading the Program in an effort to effectively compete in National Collegiate Athletic Association (NCAA) play;

- C. Hiring and firing (subject to appropriate budget approvals, such approvals not to be unreasonably withheld or delayed) and managing the assistant coaches and other athletic staff necessary and appropriate to assist EMPLOYEE in meeting the responsibilities herein;
- D. Performing all duties reasonably assigned to EMPLOYEE by the Athletic Director so long as such duties are consistent with those duties typically assigned to Head Coaches at colleges or universities at the same competitive level as LSU;
- E. Promoting and monitoring the success of the Team and its student-athletes both athletically and academically;
- F. Directing the Team, including management of staff, budget, and other resources;
- G. Understanding and agreeing that EMPLOYEE and EMPLOYEE's staff, with the reasonable assistance of LSU, are bound by and must be reasonably knowledgeable of and comply with: (1) all applicable federal and state laws governing intercollegiate athletics; and (2) all governing constitutions, by-laws, rules, policies, interpretations, and regulations of the NCAA, the Southeastern Conference ("SEC") and/or LSU (hereinafter collectively referred to as "Governing Athletics Regulations");
- H. Promptly reporting any known or reasonably suspected violation of Governing Athletics Regulations to the Athletic Director and the Director of Compliance;
- I. Understanding and complying with Title IX of the Education Amendments of 1972 and LSU policies on Title IX and sexual misconduct, including but not limited to Permanent Memorandum 73 ("PM-73") and, as a Responsible Person under PM-73, understanding and complying with the obligation to report incidents of sexual misconduct (including sexual harassment and sexual violence) and other inappropriate sexual conduct of which EMPLOYEE has knowledge or receives notice to LSU's Title IX Coordinator and other appropriate designee as required by PM-73;
- J. Understanding and complying with Title VI of the Civil Rights Act of 1964, other federal laws, state law, and LSU policies on equal opportunity and discrimination, including, but not limited to, Permanent Memorandum 55;
- K. Cooperating fully in any investigation of possible violations of any Governing Athletics Regulations conducted or authorized by LSU, the SEC, or the NCAA at any time, and cooperating fully in any LSU internal investigation or inquiry;
- L. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
- M. Reasonably understanding, observing, upholding, and promoting LSU's written academic standards, requirements, and policies, and reasonably promoting an

environment in which admissions, financial aid, academic services for student-athletes, and recruiting can be conducted consistent with LSU's mission;

- N. Cultivating and maintaining reasonable interaction with the Board of Supervisors, affiliated foundations, athletic conferences, institutional alumni, the media, the public, students, faculty, staff and other members of the LSU community, in accordance with the policies and instructions of the Athletic Director;
  - O. Performing all duties in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the Department of Athletics and LSU;
  - P. Using reasonable efforts, through due care and supervision, to ensure that all student-athletes and other individuals under or subject to EMPLOYEE's control, authority, or supervision comply with all Governing Athletics Regulations and act in accordance with the high moral, ethical, and academic standards of the Program and LSU;
  - Q. Using reasonable efforts to promote the goal of LSU that every student-athlete obtains an undergraduate degree, and reasonably cooperating with academic counselors or similar persons designated by LSU to assist student-athletes and the faculty and administrators of LSU in connection with the academic pursuits of student-athletes;
  - R. Understanding and complying with NCAA Bylaw 11.1.1.1, which provides: "An institution's head coach is presumed to be responsible for the actions of all institutional staff members who report, directly or indirectly, to the head coach. An institution's head coach shall promote an atmosphere of compliance within his or her program and shall monitor the activities of all institutional staff members involved with the program who report, directly or indirectly, to the coach;" and
  - S. Performing all other reasonable duties customarily performed by head coaches I similar programs at colleges or universities competing at the same level as LSU.
5. **Sports Camps.** EMPLOYEE, subject to Governing Athletics Regulations and Athletic Department guidelines, rules and regulations, may operate or work at sports camps or clinics at LSU. LSU does not guarantee or provide any supplemental compensation or additional revenue from operation of sports camps or clinics. EMPLOYEE shall not be permitted to sell, assign, lease, donate or otherwise transfer any ownership, assets or interests in such a camp or clinic to any other person or entity without the prior written approval of the President. Use of University facilities by sports camps must comply with University policy.
6. **Base Salary.** LSU agrees to pay EMPLOYEE the Base Salary Amount annually, in 12 equal monthly installments, on LSU's regular monthly payroll date. The Base Salary Amount shall be reviewed at the end of each season of Program and may be adjusted at that time by the Athletic Director, subject to recommendation, review, and approval

pursuant to LSU personnel policies and LSU Bylaws and Regulations. However, in no event will EMPLOYEE's Base Salary Amount be reduced as a result of any such review.

7. **Supplemental Compensation.** EMPLOYEE shall be entitled to Supplemental Compensation as provided in Schedule A, which is attached to and made a part of this Agreement. Supplemental Compensation may be payable, in whole or in part, from affiliated foundation funds.
8. **Incentive Compensation.** EMPLOYEE may be entitled to Incentive Compensation in the amounts and for meeting the goals set forth in Schedule A, which is attached to and made a part of this Agreement. Incentive Compensation may be payable, in whole or in part, from affiliated foundation funds.
9. **Retirement and Fringe Benefits.** EMPLOYEE shall be entitled to the following benefits, part of which may be paid from affiliated foundation funds:
  - A. Retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts as defined by law. EMPLOYEE understands and agrees that no contributions for purposes of any State of Louisiana retirement program will be made by LSU or withheld from EMPLOYEE's compensation except as to the Base Salary Amount and any earned Post-Season Incentive Compensation, and EMPLOYEE shall not be entitled to any retirement benefits that may otherwise be attributable to any other compensation paid pursuant to this Agreement. EMPLOYEE further acknowledges that sums paid under Sections 5 (Sports Camps), 7 (Supplemental Compensation) and 10 (Additional Revenue) shall not be considered "base pay," "earned compensation," or "earnable compensation" as such terms are defined under Louisiana law, and shall not be included as compensation for the purpose of computation of retirement benefits. Retirement contributions are subject to the limitations of federal law and Louisiana law.
  - B. As part of any third-party apparel and/or equipment related contract with LSU, EMPLOYEE acknowledges and agrees that Team may be provided and/or allocated apparel and/or equipment from and by LSU, which apparel and equipment shall be used exclusively and solely by EMPLOYEE in furtherance of EMPLOYEE'S employment duties and Team-related activities as applicable to EMPLOYEE'S employment with LSU.
10. **Additional Revenue.**
  - A. Subject to compliance with Governing Athletics Regulations, including but not limited to current NCAA Bylaw 11.2.2 and 11.3.2, and LSU Permanent Memorandum 11 ("PM-11"), EMPLOYEE may earn or receive other revenue ("Additional Revenue") while employed by LSU, including working with sports camps or clinics, provided, however, that EMPLOYEE shall obtain prior written approval from the President before engaging in any commercial or private venture, including the use of EMPLOYEE's name by any commercial, public or private

entity, which approval shall not be unreasonably withheld. EMPLOYEE shall report annually to the President and the Athletic Director, in writing, in compliance with NCAA Bylaws 11.2.2, 11.3.2.1, and 11.3.2.1.1, and any applicable LSU policy, all athletically-related income or benefits received by EMPLOYEE from sources outside LSU, and LSU shall have reasonable access to all records of EMPLOYEE to verify this report. LSU does not guarantee any amount of Additional Revenue.

- B. EMPLOYEE shall not, without written approval of the President and the Athletic Director and compliance with PM-11, arrange for or agree to the receipt by any other employee of any supplemental pay, bonus, or other form of payment from any outside source.
- C. Without the prior written approval of the President, EMPLOYEE shall not appear on, or in, any radio, television, or internet programs or other electronic medium other than those produced or sponsored by LSU, except routine news media interviews or educational or development programs for which no compensation is received. EMPLOYEE shall not appear in or make any advertisement or make any commercial endorsement without the prior written approval of the President and the Athletic Director.

## **11. Termination and Suspension.**

- A. **Termination by LSU for Cause.** This Agreement may be terminated for “cause” by LSU at any time prior to its expiration, upon written notice to EMPLOYEE.
  - 1. For purposes of this Section, “cause” for termination shall be defined particularly but not exclusively as:
    - a. Committing a material and substantial violation (including repeated lesser violations) of Governing Athletics Regulations; failing promptly to report any such violation by another person to the Director of Compliance; or committing a material and substantial violation of any LSU policies, rules, or procedures that are within the scope and/or meet the definition of Governing Athletics Regulations;
    - b. Committing a material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (i) the violation occurs or continues to occur after EMPLOYEE knew or had constructive knowledge that it was about to occur or was occurring, or (ii) EMPLOYEE failed to establish and maintain reasonable policies and procedures, or to follow reasonable policies and procedures established in writing by the Athletic Department to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;

- c. Committing or being convicted of either: (i) any felony, or (ii) any misdemeanor involving gambling, drugs, or alcohol;
- d. Engaging in serious misconduct which either: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings EMPLOYEE into substantial public disrepute sufficient to materially impair EMPLOYEE's ability to perform the obligations contained herein without material adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to EMPLOYEE as a visible representative of LSU, including but not limited to, acts of dishonesty, misrepresentation, fraud or violence that may or may not rise to the level of warranting criminal prosecution by the relevant authorities;
- e. Unreasonable refusal or repeated failure to perform any duties imposed upon EMPLOYEE herein (including, but not limited to, those duties specified in this Agreement), or failing to perform the same to the best of EMPLOYEE's reasonable ability;
- f. Prolonged absence from LSU without consent, which will not be unreasonably withheld;
- g. Committing fraud in the performance of any duties and responsibilities herein, either with intent or reckless disregard for the truth, including but not limited to fraud or dishonesty in any written or verbal statements, including résumés, provided by EMPLOYEE to LSU in the application process or fraud in the preparation, falsification, or alteration of documents or records of LSU, the NCAA, or the SEC, or documents or records pertaining to any recruit or student athlete, including but not limited to transcripts, eligibility forms, and compliance reports; or knowingly permitting any other person to commit such fraud;
- h. Failure to respond accurately and completely within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties at LSU or at any prior employment at any other institution of higher learning, whether propounded by LSU, the NCAA, the SEC or any other governing body having supervision over the athletic programs of LSU or such other institution of higher education, or required by law or Governing Athletics Regulations; or knowingly permitting any other person to fail to so respond;
- i. Participation in any gambling, bookmaking, wagering, or betting involving any athletic contest whether by soliciting, placing, or accepting a bet or wager or through a bookmaker, a pool, or any other method of gambling; or knowingly permitting any student

athlete or other individual under EMPLOYEE's control, authority, or supervision to participate in such activity;

- j. Providing information or data, other than information or data provided to the general public through public presentation, relating in any manner to any intercollegiate sport or to any student athlete to any individual whom EMPLOYEE knows (or has constructive knowledge) to be a gambler, better, or bookmaker, or an agent of any such person; or knowingly permitting any student athlete or other individual under EMPLOYEE's control, authority, or supervision to furnish such information or data;
- k. Use or consumption of alcoholic beverages or controlled substances, steroids, or other drugs or chemicals to such degree and for such appreciable period as to substantially impair EMPLOYEE's ability to perform the duties herein;
- l. Sale, purchase, use or possession of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by EMPLOYEE is prohibited by law or Governing Athletics Rules. The provisions of this subsection do not prohibit the use or possession of substances or drugs lawfully prescribed by a healthcare provider, and used in accordance therewith.
- m. Knowingly encouraging or allowing the sale, purchase, use, or possession by any student athlete or other individual under EMPLOYEE's control, authority, or supervision of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by such person is prohibited by law or Governing Athletics Rules;
- n. Failing to cooperate in the investigation and enforcement of Governing Athletics Regulations or in any LSU internal investigation or inquiry; or knowingly permitting any other person to fail to cooperate in such investigation and enforcement;
- o. Subject to any right of administrative appeal permitted or granted to EMPLOYEE by the NCAA or SEC, any finding or determination by the NCAA, SEC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by EMPLOYEE of NCAA or SEC rules, or of any such major or repetitive violations by others under the direct supervision of EMPLOYEE which were knowingly and intentionally permitted, encouraged, or condoned by EMPLOYEE, or about which violations EMPLOYEE knew or should have known and should have acted reasonably to prevent, limit, or mitigate (it is recognized



that this subsection includes findings or determinations of violations during employment of EMPLOYEE at any other institution of higher education);

- p. Failing to report promptly to the Director of Compliance any violations of Governing Athletics Regulations involving the Team of which EMPLOYEE has actual knowledge;
  - q. Failure by EMPLOYEE to engage in, and use best efforts to ensure that personnel under EMPLOYEE's direct or indirect supervision engage in, safe and responsible treatment of student athletes on the Team, including but not limited to failure to comply with any requirement pertaining to medical clearance for participation, or any other act or omission (including but not limited to physical and/or emotional abuse of student athletes) that creates, or could reasonably be expected to create, an unreasonable risk of harm to a student athlete;
  - r. Failure to comply with LSU policies, rules and regulations concerning Title IX, including specifically but not exclusively the reporting of any incident of sexual misconduct in accordance with LSU's Title IX policy and PM-73; or
  - s. Knowingly committing material violation(s) of the terms of this Agreement.
2. In the event of termination for cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than compensation earned prior to the termination date. The termination date shall be the date on which the initial notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination. Should the EMPLOYEE be reinstated following a hearing, EMPLOYEE shall be paid any lost compensation and benefits, retroactive to the date of the initial notice of termination.
3. Prior to termination for cause, EMPLOYEE shall be provided with written notice of contemplated termination and a statement of the grounds and facts in support thereof and shall have five calendar days from receipt of such notice to respond in writing and/or present documents or other written evidence to the Athletic Director. After review of any such response, the Athletic Director or the Athletic Director's designee shall provide EMPLOYEE written notice of a decision.

4. Within five calendar days of receipt of the decision, EMPLOYEE may make a written request for a hearing to the President. If no such request is made, the decision of the Athletic Director is final. If a request for hearing is made, the President or the President's designee shall conduct the hearing. The hearing and related proceedings shall not be open to the public. EMPLOYEE has the right to an advisor, including legal counsel, at the hearing but the advisor or counsel may not participate in the hearing, question witnesses or address the President or President's designee. Within five calendar days of the hearing, EMPLOYEE will be provided written notice of the decision of the President, which shall be final.
5. As required by NCAA Bylaw 11.2.1, EMPLOYEE is hereby notified that in addition to the actions LSU may take in accordance with this Agreement, EMPLOYEE is also subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures if EMPLOYEE is found by the NCAA or LSU to be in violation of NCAA Bylaws. EMPLOYEE agrees that LSU shall implement any such disciplinary or corrective actions imposed by the NCAA. EMPLOYEE further understands that EMPLOYEE has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case, pursuant to this Agreement and NCAA Bylaw 11.2.1, and that such obligation continues in effect during and beyond the termination of this Agreement for any violations alleged to have occurred during EMPLOYEE's employment by LSU.

**B. Termination by LSU without Cause.**

1. LSU shall have the right to terminate this Agreement without cause upon written notice to EMPLOYEE. In such event, LSU will pay EMPLOYEE liquidated damages in lieu of any and all other legal remedies or equitable relief as detailed below and as provided in Schedule A.
2. In the event of termination by LSU without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than the liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.
3. Liquidated damages under this Section will be paid in equal monthly installments over a period of time equal to the amount of time then remaining in the Term.

4. In the event of termination by LSU without cause, the amount of liquidated damages owed by LSU under this Section shall be reduced and extinguished by and to the extent of any compensation EMPLOYEE earns, receives, or is entitled to receive for athletics-related employment from any third party from the termination date until LSU's obligation pursuant to this Section to EMPLOYEE terminates or ceases to exist. EMPLOYEE shall exercise due diligence and good faith in seeking other athletically-related employment. In the event EMPLOYEE obtains such other employment, EMPLOYEE must notify LSU and provide any and all documentation requested by LSU to determine the amount of compensation received by EMPLOYEE and the amount of offset due to LSU.
5. The parties have bargained for this liquidated damages provision. This is an agreement for personal services. The parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause EMPLOYEE to lose the salary, supplemental compensation, fringe benefits, certain other LSU-provided benefits, and possibly other income and benefits provided by third parties, which damages are impossible to determine with certainty. As such, the damages that may be suffered by EMPLOYEE in the event of a termination of this Agreement by LSU without cause are difficult to presently and accurately estimate. In addition, the parties expressly agree that the liquidated damages herein are not in any way a penalty.

**C. Termination by EMPLOYEE Without Cause.**

1. EMPLOYEE shall have the right to terminate this Agreement without cause upon 30 days written notice to LSU. In the event EMPLOYEE terminates this Agreement without cause, EMPLOYEE will pay LSU liquidated damages, in lieu of any and all other legal remedies or equitable relief. In the event of termination by EMPLOYEE without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, which, unless otherwise agreed to in writing by LSU and EMPLOYEE, shall be the earlier of: (a) the date on which EMPLOYEE provides notice of termination to LSU; (b) the date on which EMPLOYEE accepts employment from another employer; or (c) the date on which EMPLOYEE performs any work or services of any kind or nature whatsoever on behalf of or for the benefit of another employer. LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date. The Parties acknowledge that this provision is intended to obligate EMPLOYEE to repay unearned compensation and fees previously received under the premise that EMPLOYEE would fulfill the Term of this Agreement.

2. If EMPLOYEE terminates employment during the Term, EMPLOYEE will pay to LSU liquidated damages as provided in Schedule A. EMPLOYEE shall have the option to pay such amount in a lump sum or in equal monthly installments over a period of time equal to the amount of time then remaining in the Agreement.
3. Liquidated damages under this Section may be waived, in the sole discretion of the President, if EMPLOYEE is not in breach of any provision of this Agreement and LSU determines that such a waiver would serve the best interests of LSU, considering factors such as, but not limited to, EMPLOYEE's length of service with LSU, whether EMPLOYEE is taking another athletically-related job, the impact the timing of EMPLOYEE notice has on the Team (whether it is given before, during, or after the Team's season and recruiting period), EMPLOYEE's ability and willingness to assist LSU if requested during any transition period (such as during post-season play after giving notice at the end of the regular season), ease of recruiting a replacement for EMPLOYEE, and the impact that the payment of liquidated damages would have on recruiting and retaining other similarly-situated coaches.
4. The parties have bargained for this liquidated damages provision. This is an agreement for personal services. The parties recognize that termination of this Agreement by EMPLOYEE prior to its expiration by lapse of term would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement coach for Team, in addition to potentially increased compensation costs and loss of ticket revenues, which damages are impossible to determine with any certainty.
5. Unless notice of termination under this Section has been given by either party, neither EMPLOYEE nor EMPLOYEE's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment for EMPLOYEE with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving prior written notice (which written notice shall for the purposes of this Section include electronic mail) to the President and the Athletic Director.

**D. Suspension or Other Disciplinary Action.**

1. In lieu of termination for cause, and apart from any rights it may have under this Agreement, LSU may impose disciplinary sanctions less severe than termination upon EMPLOYEE, up to and including suspension or leave without pay for a period no longer than 90 days for any act or omission which would be grounds for discipline or termination for cause. Imposition of such sanctions shall be at the discretion of LSU, which shall not be exercised arbitrarily or capriciously. Prior to suspension without pay under this provision, EMPLOYEE shall be provided written notice of the grounds

for the suspension and shall have five calendar days from receipt of such notice to respond in writing to the Athletic Director. After review of any such response, the Athletic Director or the Athletic Director's designee(s) will provide EMPLOYEE with written notice of a decision and/or suspension.

2. Upon written notice and after reasonable opportunity to respond in writing, LSU may suspend EMPLOYEE for an indefinite period during any investigation by LSU, another governmental entity, or the NCAA or SEC to determine whether EMPLOYEE has violated any laws or Governing Athletics Regulations. During such suspension, EMPLOYEE shall receive only the Base Salary and any compensation earned but not yet paid as of the date of the suspension, along with fringe benefits provided under Section 9 of this Agreement, and shall not be entitled to receive any other benefits, compensation or remuneration set forth in this Agreement for the period of such suspension. If the matter giving rise to the suspension is finally resolved completely in favor of EMPLOYEE, and does not otherwise represent an independent basis for termination herein for cause, LSU shall pay or make available to EMPLOYEE the benefits and other compensation herein otherwise payable to EMPLOYEE during the period of suspension. Any such benefits which are payable pursuant to this Agreement by an affiliated foundation shall only be paid by such foundation, subject to its approval. Suspension under this subsection shall not limit any rights of LSU to terminate EMPLOYEE for cause.
3. EMPLOYEE shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA and SEC regulations, respectively. Such action by the NCAA or the SEC shall not preclude or in any manner affect LSU's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.
4. Notwithstanding any other provision of this Agreement to the contrary, if EMPLOYEE is suspended by the SEC or NCAA, EMPLOYEE shall automatically be suspended by LSU for the duration of the SEC or NCAA imposed suspension without further notice or process. During such suspension, EMPLOYEE shall not be entitled to receive any compensation, benefits or any other payments under this Agreement except for fringe benefits provided under Section 9 of this Agreement.

E. **Termination by Death or Disability.** In the event of the death of EMPLOYEE or the inability of EMPLOYEE to perform the obligations described in this Agreement with or without accommodation by reason of disability or some other occurrence beyond the control of either party, and such inability to perform has continued or will continue beyond a reasonable period of time, but not less than 60 days, this Agreement shall terminate as a termination with cause and all future obligations between the parties shall cease upon the termination date reasonably established by LSU, unless otherwise required by law.

- F. **Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither EMPLOYEE nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speaking, camps or other outside activity, or damages allegedly sustained by reason of alleged humiliation or defamation or other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or EMPLOYEE of information or documents required by law. EMPLOYEE acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, EMPLOYEE shall have no right to occupy the Position and that EMPLOYEE's sole remedies are provided herein and shall not extend to injunctive relief. EMPLOYEE further acknowledges and agrees that EMPLOYEE is not eligible for and will not be considered for or granted tenure by LSU.
12. **Discontinuation of the Program by the University.** Notwithstanding any provision to the contrary, in the event the University determines for any reason within its sole discretion to discontinue the Program as a Division I sport, LSU shall have the right to terminate this Agreement without further obligation to EMPLOYEE. Notice of termination under this Section shall be in writing and shall establish a date of termination no less than 90 days from the date of the notice or upon the End Date, whichever occurs first. In the event the right to terminate pursuant to this Section is exercised, all obligations between the parties shall cease effective on the date of termination.
13. **Retention and Return of all Materials, Records, and Other Items.** All documents, records, or materials, including without limitation personnel records, recruiting records, team information, films, statistics, or any other material or data furnished to EMPLOYEE by LSU or developed by EMPLOYEE on behalf of or at the expense of LSU or otherwise in connection with the employment of EMPLOYEE are and shall remain the sole and confidential property of LSU. Within 10 days of the expiration or termination of this Agreement, EMPLOYEE shall cause any such materials in EMPLOYEE's possession or control to be delivered to LSU. At the same time, EMPLOYEE shall return to LSU all credit cards, keys, computers, automobiles, mobile communication devices and other items belonging to LSU which were issued to or are in the possession of EMPLOYEE.
14. **Leave and Overtime.**
- A. **No Annual Leave.** Because of the specific nature of EMPLOYEE's job duties and the irregular times during which EMPLOYEE will be required to perform those job

duties (for example, working in excess of 40 hours per week during Team's season, post-season, and recruiting period, while having fewer responsibilities in the off-season), EMPLOYEE acknowledges and agrees that EMPLOYEE will not earn or accrue annual leave.

1. EMPLOYEE's Base Salary Amount has been mutually negotiated with this understanding, and both EMPLOYEE and LSU agree that the Base Salary Amount would be less if EMPLOYEE were entitled to earn annual leave.
  2. If any administrative tribunal, statewide elected official, or state board or commission with jurisdiction over such matters, or any court of competent jurisdiction, rules or publishes a formal written opinion or decision that Louisiana law requires EMPLOYEE to earn annual leave, and such rule or opinion is binding on LSU or LSU otherwise determines to comply with the opinion or ruling, then EMPLOYEE's Base Salary shall be reduced by the dollar value of the annual leave for which EMPLOYEE is credited (using the dollar value of such annual leave as of the date on which the opinion or ruling is published). This reduction shall be retroactive to the date on which EMPLOYEE's earning of annual leave is calculated to begin, and EMPLOYEE shall repay to LSU the amount of the reduction. EMPLOYEE shall pay LSU any amount owed as a result of this retroactive reduction in equal monthly installments for a period of 12 months (or such longer or shorter period as may be mutually agreed in writing by EMPLOYEE and LSU) from the date on which the EMPLOYEE is given notice that EMPLOYEE will be credited with annual leave pursuant to this Section. In the alternative, if not prohibited by the ruling or otherwise disallowed by law, EMPLOYEE may waive EMPLOYEE's right to annual leave (both retroactively and/or prospectively) in lieu of making the payments that would otherwise be required under this Section.
  3. This Section 14(A) shall not apply if EMPLOYEE has accrued annual leave through employment with LSU prior to the Effective Date.
- B. **No Overtime.** EMPLOYEE qualifies and is designated as exempt under the Fair Labor Standards Act and is not be entitled to any overtime pay or compensatory leave for work in excess of 40 hours in any workweek.
- C. **Sick Leave.** EMPLOYEE will accrue and use sick leave in accordance with LSU policy.
- D. **Notice of Absence.** EMPLOYEE is required to receive authorization from the Athletic Director or the Athletic Director's designee prior to being absent from EMPLOYEE's usual duties and responsibilities, not to be unreasonably withheld.
15. **Non-Assignment.** Neither party may assign, transfer, alienate, or encumber any of its rights or obligations hereunder without the express written consent of the other party, except as otherwise specifically set forth in this Agreement.

16. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement and understanding of the parties concerning the employment of EMPLOYEE by LSU and shall, upon the effective date hereof, supersede any other oral and written agreements between the parties. There are no oral or other agreements, understandings, promises, or representations between the parties affecting this Agreement. Both parties have relied solely on their own respective judgments in entering into this Agreement, with full opportunity to seek advice of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of the Agreement.
17. **Indirect Actions Prohibited.** Any act which EMPLOYEE is prohibited from doing directly in this Agreement may not be done indirectly by EMPLOYEE or another person on EMPLOYEE's behalf or at EMPLOYEE's behest.
18. **Amendments to Agreement.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by EMPLOYEE, such approval and acceptance to be acknowledged in writing.
19. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.
20. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
21. **No Waiver of Sovereign Immunity.** It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver or relinquishment by LSU of any rights to claim such exemptions, privileges and immunities as may be provided by law.
22. **"Force Majeure" Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil unrest, strike, lockout, epidemic or pandemic, government-ordered restriction or cessation of activity, accident, fire, natural disaster, wind or flood or any requirements of law, or an act of God.
23. **Compliance with La. R.S. 42:31.** To the extent annual compensation under this Agreement exceeds \$100,000, EMPLOYEE hereby agrees and promises that, within 30 days of the Start Date or the date that compensation reaches that threshold, EMPLOYEE shall provide proof to LSU that EMPLOYEE has been issued a Louisiana driver's license and that all vehicles registered in EMPLOYEE's name are registered in Louisiana, all pursuant to the requirements of La. R.S. 42:31.





**SCHEDULE A**  
**SUPPLEMENTAL TERMS FOR RICHARD BISHOP**

This Schedule A supplements and further defines the provisions of the Employment Agreement entered into between LSU and EMPLOYEE to which it is attached (the "Agreement"). In the event of a direct and clear conflict between the other provisions of the Agreement and this Schedule A, the provisions of this Schedule A shall control.

1. **Supplemental Compensation.** Pursuant to Section 7 of the Agreement, EMPLOYEE will earn and receive Supplemental Compensation of \$5,000.00 during each calendar year of this Agreement payable in 12 equal monthly installments on LSU's regular monthly payroll date and pro-rated appropriately for partial years and months. This compensation to EMPLOYEE is for being available for, appearing on or participating in, as requested, University-sanctioned television, radio and internet programming concerning LSU and the Team.
  
2. **Incentive Compensation Schedule.** Pursuant to Section 8 of the Agreement, Incentive Compensation is payable as follows.
  - A. **Post-Season Incentive Compensation.** Subject to the terms and conditions set forth in the Agreement, and in the event the Team participates in post-season game(s), EMPLOYEE may be eligible for Post-Season Incentive Compensation in accordance with LSU's most recent Additional Compensation Policy for Post-Season Athletics.
    1. Post-Season Incentive Compensation is additional compensation for the extra services required of EMPLOYEE in the preparation for and participation in post-season play. If payable, Post-Season Incentive Compensation shall be paid within 60 days following the final post-season game in which Team participates.
    2. If EMPLOYEE does not actively coach the Team in the Position for any post-season game for any reason, including but not limited to termination or re-assignment of position, EMPLOYEE shall not be entitled to Post-Season Incentive Compensation.
  
  - B. **Academic Incentive Compensation.** In the event the multi-year Academic Performance Rate "APR" (as defined by the NCAA) for both the Men's & Women's Programs is the minimum APR multi-year score established by the NCAA (current minimum score is 930) in any one contract year, LSU agrees to pay EMPLOYEE Academic Incentive Compensation in the amount of \$5,000 for that contract year. To be eligible for such compensation, EMPLOYEE must be employed by LSU as of the date on which the incentives are earned.
  
3. **Liquidated Damages for Termination by LSU Without Cause.** Pursuant to Section 11(B)(1) of the Agreement, if LSU terminates Employment during the Term without cause, LSU will pay EMPLOYEE liquidated damages in the amount of Base Salary and

Supplemental Compensation which would have been payable to EMPLOYEE through the remaining Term of the Agreement.

4. **Liquidated Damages for Termination by EMPLOYEE Without Cause.** Pursuant to Section 11(C)(2) of the Agreement, if EMPLOYEE terminates employment at any time before the End Date, EMPLOYEE will pay to LSU as liquidated damages 15 percent of the Base Salary which would have been payable to EMPLOYEE through the remaining Term of the Agreement.

5. **Supplemental Provisions.**

A. EMPLOYEE shall receive a relocation incentive of \$16,000 to be used for relocation expenses. As per University policy, the Relocation Incentive is subject to full or partial repayment to LSU if you do not continue employment with the University for at least two full years. In accordance with federal law, all relocation benefits are taxable compensation subject to withholding and other appropriate deductions.

B. EMPLOYEE shall be allowed membership in a country club, such as the University Club of Baton Rouge, provided that: (1) LSU business-related (non-personal) expenses incurred in accordance with LSU and foundation policy will be reimbursed from affiliated foundation funds; and (2) EMPLOYEE shall be responsible for payment of all personal charges and charges unrelated to LSU business.

C. EMPLOYEE shall receive an automobile entitlement of (1) an annual automobile allowance in an amount not to exceed \$1,000 per month, or (2) to the extent consistent with state ethics law, use of courtesy vehicle provided by a dealership and related automobile insurance.

D. EMPLOYEE will be allowed to invite guest(s) for travel to athletic events as per the LSU Travel Handbook. Any guest(s) must be approved for travel on chartered or commercial transportation by the Athletic Director or the Athletic Director's designee.

**SIGNATURES ON FOLLOWING PAGE**





**Board of Supervisors**

**Request from LSU A&M to Approve Employment Contract for Dennis Shaver, Head Track & Field Coach**

**Date: September 10, 2021**

**1. Bylaw Citation**

Pursuant to Article VII, Section 1

K.3. Appointments and all other personnel actions relating to Head Coaches and Athletic Directors

**2. Summary of Matter**

This resolution seeks approval of the proposed employment contract with Dennis Shaver, effective 8/1/2021. The key terms of the proposed contract are summarized below:

Name	Title	Term		Total Certain Compensation <sup>a</sup>
		Proposed Start Date	Proposed End Date	Proposed
Dennis Shaver	Head Coach – Track & Field	8/1/2021	6/30/2025	\$450,000

Notes:

- (a) Total Certain Compensation includes all compensation which the coach is contractually guaranteed to receive annually. It does not include the value of any fringe benefits, such as car and cell phone allowances, nor any one-time amounts, such as contract buy-outs or relocation allowances.

**3. Review of Business Plan**

N/A

**4. Fiscal Impact**

The Athletic Department currently expects that all funds relating to this employment contract will be paid from revenues generated by the Athletic Department. While authorized by the contract, it is not expected that any foundation dollars will be needed to provide for any of the supplemental compensation. No state general fund or tuition dollars are used.

**5. Description of Competitive Process**

N/A

**6. Review of Legal Documents**

The Office of General Counsel has reviewed the proposed contract.

**7. Parties of Interest**

LSU and Coach Dennis Shaver

**8. Related Transactions**

N/A

**9. Conflicts of Interest**

None known

**10. Attachments**

1. Employment Agreement: Dennis Shaver, Head Coach

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes the President, or his designee, to sign the contract with Dennis Shaver as described in this item, and to include in such amendments any terms and conditions as he, in consultation with the General Counsel, deems to be in the best interests of LSU.

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

**EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”) is made and entered into as of the 1st day of July, 2021, by and between Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (“LSU” or “University”), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by William F. Tate, IV, its duly authorized President, and Dennis Shaver (“EMPLOYEE”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
  - A. “President”: The President of LSU.
  - B. “Athletic Director”: The Director of Athletics at LSU.
  - C. “Base Salary Amount”: The annual sum of \$400,000.
  - D. “Position”: Head Coach of the Team.
  - E. “Start Date”: August 1, 2021.
  - F. “End Date”: June 30, 2025.
  - G. “Program”: The intercollegiate Track & Field program at LSU.
  - H. “Team”: The intercollegiate athletic teams which is a part of the Program.
2. **Term.** The term (“Term”) of this Agreement shall be for a definite term, commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Sections 11 or 12 of this Agreement. Although this Agreement shall replace and supersede the Employment Agreement dated July 1, 2020, the terms of the Amendment to Employment Agreement dated December 1, 2020 shall remain in full force and effect as if replicated herein.
3. **Employment.** LSU does hereby employ EMPLOYEE in the Position for the Term. EMPLOYEE will report directly to the Athletic Director or the Athletic Director’s designee. It is the goal of the parties that Employee will serve in the Position for the entirety of the Term. To the extent annual compensation under this Agreement exceeds \$100,000, EMPLOYEE hereby agrees and promises that EMPLOYEE shall provide, within 30 days of the Start Date, proof to LSU that EMPLOYEE has been issued a Louisiana driver’s license and that all vehicles registered in EMPLOYEE’s name are registered in Louisiana, all pursuant to the requirements of La. R.S. 42:31.

4. **Duties and Responsibilities.** EMPLOYEE's duties and responsibilities shall include the following, all subject to law, LSU policy, and the directives, input, and advice of the President and the Athletic Director:
- A. Administering, managing, and leading the Program in a professionally appropriate and competent manner;
  - B. Administering, managing, and leading the Program in an effort to effectively compete in National Collegiate Athletic Association (NCAA) play;
  - C. Hiring and firing (subject to appropriate budget approvals, such approvals not to be unreasonably withheld or delayed) and managing the assistant coaches and other athletic staff necessary and appropriate to assist EMPLOYEE in meeting the responsibilities herein;
  - D. Performing all duties reasonably assigned to EMPLOYEE by the Athletic Director so long as such duties are consistent with those duties typically assigned to Head Coaches at colleges or universities at the same competitive level as LSU;
  - E. Promoting and monitoring the success of the Team and its student-athletes both athletically and academically;
  - F. Directing the Team, including management of staff, budget, and other resources;
  - G. Understanding and agreeing that EMPLOYEE and EMPLOYEE's staff, with the reasonable assistance of LSU, are bound by and must be reasonably knowledgeable of and comply with: (1) all applicable federal and state laws governing intercollegiate athletics; and (2) all governing constitutions, by-laws, rules, policies, interpretations, and regulations of the NCAA, the Southeastern Conference ("SEC") and/or LSU (hereinafter collectively referred to as "Governing Athletics Regulations");
  - H. Promptly reporting any known or reasonably suspected violation of Governing Athletics Regulations to the Athletic Director and the Director of Compliance;
  - I. Understanding and complying with Title IX of the Education Amendments of 1972 and LSU policies on Title IX and sexual misconduct, including but not limited to Permanent Memorandum 73 ("PM-73") and, as a Responsible Person under PM-73, understanding and complying with the obligation to report incidents of sexual misconduct (including sexual harassment and sexual violence) and other inappropriate sexual conduct of which EMPLOYEE has knowledge or receives notice to LSU's Title IX Coordinator and other appropriate designee as required by PM-73;
  - J. Understanding and complying with Title VI of the Civil Rights Act of 1964, other federal laws, state law, and LSU policies on equal opportunity and discrimination, including, but not limited to, Permanent Memorandum 55;



- K. Cooperating fully in any investigation of possible violations of any Governing Athletics Regulations conducted or authorized by LSU, the SEC, or the NCAA at any time, and cooperating fully in any LSU internal investigation or inquiry;
  - L. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
  - M. Reasonably understanding, observing, upholding, and promoting LSU's written academic standards, requirements, and policies, and reasonably promoting an environment in which admissions, financial aid, academic services for student-athletes, and recruiting can be conducted consistent with LSU's mission;
  - N. Cultivating and maintaining reasonable interaction with the Board of Supervisors, affiliated foundations, athletic conferences, institutional alumni, the media, the public, students, faculty, staff and other members of the LSU community, in accordance with the policies and instructions of the Athletic Director;
  - O. Performing all duties in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the Department of Athletics and LSU;
  - P. Using reasonable efforts, through due care and supervision, to ensure that all student-athletes and other individuals under or subject to EMPLOYEE's control, authority, or supervision comply with all Governing Athletics Regulations and act in accordance with the high moral, ethical, and academic standards of the Program and LSU;
  - Q. Using reasonable efforts to promote the goal of LSU that every student-athlete obtains an undergraduate degree, and reasonably cooperating with academic counselors or similar persons designated by LSU to assist student-athletes and the faculty and administrators of LSU in connection with the academic pursuits of student-athletes;
  - R. Understanding and complying with NCAA Bylaw 11.1.1.1, which provides: "An institution's head coach is presumed to be responsible for the actions of all institutional staff members who report, directly or indirectly, to the head coach. An institution's head coach shall promote an atmosphere of compliance within his or her program and shall monitor the activities of all institutional staff members involved with the program who report, directly or indirectly, to the coach;" and
  - S. Performing all other reasonable duties customarily performed by head coaches I similar programs at colleges or universities competing at the same level as LSU.
5. **Sports Camps.** EMPLOYEE, subject to Governing Athletics Regulations and Athletic Department guidelines, rules and regulations, may operate or work at sports camps or clinics at LSU. LSU does not guarantee or provide any supplemental compensation or additional revenue from operation of sports camps or clinics. EMPLOYEE shall not be permitted to sell, assign, lease, donate or otherwise transfer any ownership, assets or

interests in such a camp or clinic to any other person or entity without the prior written approval of the President. Use of University facilities by sports camps must comply with University policy.

6. **Base Salary.** LSU agrees to pay EMPLOYEE the Base Salary Amount annually, in 12 equal monthly installments, on LSU's regular monthly payroll date. The Base Salary Amount shall be reviewed at the end of each season of Program and may be adjusted at that time by the Athletic Director, subject to recommendation, review, and approval pursuant to LSU personnel policies and LSU Bylaws and Regulations. However, in no event will EMPLOYEE's Base Salary Amount be reduced as a result of any such review.
7. **Supplemental Compensation.** EMPLOYEE shall be entitled to Supplemental Compensation as provided on Schedule A, which is attached to and made a part of this Agreement. Supplemental Compensation may be payable, in whole or in part, from affiliated foundation funds.
8. **Incentive Compensation.** EMPLOYEE may be entitled to Incentive Compensation in the amounts and for meeting the goals set forth in Schedule A, which is attached to and made a part of this Agreement. Incentive Compensation may be payable, in whole or in part, from affiliated foundation funds.
9. **Retirement and Fringe Benefits.** EMPLOYEE shall be entitled to the following benefits, part of which may be paid from affiliated foundation funds:
  - A. Retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts as defined by law. EMPLOYEE understands and agrees that no contributions for purposes of any State of Louisiana retirement program will be made by LSU or withheld from EMPLOYEE's compensation except as to the Base Salary Amount and any earned Post-Season Incentive Compensation, and EMPLOYEE shall not be entitled to any retirement benefits that may otherwise be attributable to any other compensation paid pursuant to this Agreement. EMPLOYEE further acknowledges that sums paid under Sections 5 (Sports Camps), 7 (Supplemental Compensation) and 10 (Additional Revenue) shall not be considered "base pay," "earned compensation," or "earnable compensation" as such terms are defined under Louisiana law, and shall not be included as compensation for the purpose of computation of retirement benefits. Retirement contributions are subject to the limitations of federal law and Louisiana law.
  - B. As part of any third-party apparel and/or equipment related contract with LSU, EMPLOYEE acknowledges and agrees that Team may be provided and/or allocated apparel and/or equipment from and by LSU, which apparel and equipment shall be used exclusively and solely by EMPLOYEE in furtherance of EMPLOYEE'S employment duties and Team-related activities as applicable to EMPLOYEE'S employment with LSU.

**10. Additional Revenue.**

- A. Subject to compliance with Governing Athletics Regulations, including but not limited to current NCAA Bylaw 11.2.2 and 11.3.2, and LSU Permanent Memorandum 11 (“PM-11”), EMPLOYEE may earn or receive other revenue (“Additional Revenue”) while employed by LSU, including working with sports camps or clinics, provided, however, that EMPLOYEE shall obtain prior written approval from the President before engaging in any commercial or private venture, including the use of EMPLOYEE’s name by any commercial, public or private entity, which approval shall not be unreasonably withheld. EMPLOYEE shall report annually to the President and the Athletic Director, in writing, in compliance with NCAA Bylaws 11.2.2, 11.3.2.1, and 11.3.2.1.1, and any applicable LSU policy, all athletically-related income or benefits received by EMPLOYEE from sources outside LSU, and LSU shall have reasonable access to all records of EMPLOYEE to verify this report. LSU does not guarantee any amount of Additional Revenue.
- B. EMPLOYEE shall not, without written approval of the President and the Athletic Director and compliance with PM-11, arrange for or agree to the receipt by any other employee of any supplemental pay, bonus, or other form of payment from any outside source.
- C. EMPLOYEE shall not, without the prior written approval of the Athletic Director or the Athletic Director’s designee, appear on, or in, any radio, television, or internet programs or other electronic medium other than those produced or sponsored by LSU, except routine news media interviews or educational or development programs for which no compensation is received. EMPLOYEE shall not appear in or make any advertisement or make any commercial endorsement without the prior written approval of the President and the Athletic Director.

**11. Termination and Suspension.**

- A. **Termination by LSU for Cause.** This Agreement may be terminated for “cause” by LSU, acting through the President, at any time prior to its expiration, upon written notice to EMPLOYEE.
  - 1. For purposes of this Section, “cause” for termination shall be defined particularly but not exclusively as:
    - a. Committing a material and substantial violation (including repeated lesser violations) of Governing Athletics Regulations; failing promptly to report any such violation by another person to the Director of Compliance; or committing a material and substantial violation of any LSU policies, rules, or procedures that are within the scope and/or meet the definition of Governing Athletics Regulations;

- b. Committing a material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (i) the violation occurs or continues to occur after EMPLOYEE knew or had constructive knowledge that it was about to occur or was occurring, or (ii) EMPLOYEE failed to establish and maintain reasonable policies and procedures, or to follow reasonable policies and procedures established in writing by the Athletic Department for the Program to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;
- c. Committing or being convicted of either: (i) any felony, or (ii) any misdemeanor involving gambling, drugs, or alcohol;
- d. Engaging in serious misconduct which either: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings EMPLOYEE into substantial public disrepute sufficient to materially impair EMPLOYEE's ability to perform the obligations contained herein without material adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to EMPLOYEE as a visible representative of LSU, including but not limited to, acts of dishonesty, misrepresentation, fraud, or violence that may or may not rise to level of warranting criminal prosecution by the relevant authorities;
- e. Unreasonable refusal or repeated failure to perform any duties imposed upon EMPLOYEE herein (including, but not limited to, those duties specified in this Agreement), or failing to perform the same to the best of EMPLOYEE's reasonable ability;
- f. Prolonged absence from LSU without consent, which will not be unreasonably withheld;
- g. Committing fraud in the performance of any duties and responsibilities herein, either with intent or reckless disregard for the truth, including but not limited to fraud or dishonesty in any written or verbal statements, including résumés, provided by EMPLOYEE to LSU in the application process or fraud in the preparation, falsification, or alteration of documents or records of LSU, the NCAA, or the SEC, or documents or records pertaining to any recruit or student athlete, including without limitation transcripts, eligibility forms, and compliance reports; or knowingly permitting any other person to commit such fraud;
- h. Failure to respond reasonably accurately and fully within a reasonable time to any reasonable requests or inquiry relating to

the performance of any duties herein or at any prior employment at any other institution of higher learning propounded by LSU, the NCAA, the SEC or any other governing body having supervision over the athletic programs of LSU or such other institution of higher education, or required by law or Governing Athletics Regulations; or knowingly permitting any other person to fail to so respond;

- i. Participation in any gambling, bookmaking, wagering, or betting involving any athletic contest whether by soliciting, placing, or accepting a bet or wager or through a bookmaker, a pool, or any other method of gambling; or knowingly permitting any student athlete or other individual under EMPLOYEE's control, authority, or supervision to participate in such activity;
- j. Providing information or data, other than information or data provided to the general public through public presentation, relating in any manner to any intercollegiate sport or to any student athlete to any individual whom EMPLOYEE knows (or has constructive knowledge) to be a gambler, better, or bookmaker, or an agent of any such person; or knowingly permitting any student athlete or other individual under EMPLOYEE's control, authority, or supervision to furnish such information or data;
- k. Use or consumption of alcoholic beverages or controlled substances, steroids, or other drugs or chemicals to such degree and for such appreciable period as to substantially impair EMPLOYEE's ability to perform the duties herein;
- l. Sale, purchase, use or possession of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by EMPLOYEE is prohibited by law or Governing Athletics Rules. The provisions of this subsection do not prohibit the use or possession of substances or drugs lawfully prescribed by a healthcare provider, and used in accordance therewith.
- m. Knowingly encouraging or allowing the sale, purchase, use, or possession by any student athlete or other individual under EMPLOYEE's control, authority, or supervision of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by such person is prohibited by law or Governing Athletics Rules;
- n. Failing reasonably to cooperate in the investigation and enforcement of Governing Athletics Regulations or in any LSU

internal investigation or inquiry; or knowingly permitting any other person to fail to cooperate in such investigation and enforcement;

- o. Subject to any right of administrative appeal permitted or granted to EMPLOYEE by the NCAA or SEC, any finding or determination by the NCAA, SEC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by EMPLOYEE of NCAA or SEC rules, or of any such major or repetitive violations by others under the direct supervision of EMPLOYEE which were knowingly and intentionally permitted, encouraged, or condoned by EMPLOYEE, or about which violations EMPLOYEE knew or should have known and should have acted reasonably to prevent, limit, or mitigate (it is recognized that this subsection includes findings or determinations of violations during employment of EMPLOYEE at any other institution of higher education);
  - p. Failing to report promptly to the Director of Compliance any violations of Governing Athletics Regulations involving the Team of which EMPLOYEE has actual knowledge;
  - q. Failure by EMPLOYEE to engage in, and use best efforts to ensure that personnel under EMPLOYEE's direct or indirect supervision engage in, safe and responsible treatment of student athletes on the Team, including without limitation failure to comply with any requirement pertaining to medical clearance for participation, or any other act or omission (including but not limited to physical and/or emotional abuse of student athletes) that creates, or could reasonably be expected to create, an unreasonable risk of harm to a student athlete;
  - r. Failure to comply with LSU policies, rules and regulations concerning Title IX, including specifically but not exclusively the reporting of any incident of sexual misconduct in accordance with LSU's Title IX policy and PM-73; or
  - s. Knowingly committing material violation(s) of the terms of this Agreement.
2. In the event of termination for cause, EMPLOYEE's Base Salary Amount, Supplemental Compensation (if any), and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than compensation (including Incentive Compensation) earned prior to the termination date. The termination date shall be the date on which the initial notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination. Should the

EMPLOYEE be reinstated following a hearing, EMPLOYEE shall be paid any lost compensation and benefits, retroactive to the date of the initial notice of termination.

3. Prior to termination for cause, EMPLOYEE shall be provided with written notice of contemplated termination and a statement of the grounds and facts in support thereof and shall have five calendar days from receipt of such notice to respond in writing and/or present documents or other written evidence to the Athletic Director.

After review any such response the Athletic Director or the Athletic Director's designee will provide EMPLOYEE written notice of a decision. Within five calendar days of receipt of the decision, EMPLOYEE may make a written request for a hearing to the President. If no such request is made, the decision of the Athletic Director is final. If a request for hearing is made, the President or the President's designee(s) will conduct the hearing. The hearing and related proceedings will not be open to the public. EMPLOYEE has the right to an advisor, including legal counsel, at the hearing but the advisor or counsel may not participate in the hearing, question witnesses or address the President or President's designee(s).

4. Within five calendar days of the hearing, EMPLOYEE will be provided written notice of the decision of the President, which will be final.
5. As required by NCAA Bylaw 11.2.1, EMPLOYEE is hereby notified that in addition to the actions LSU may take in accordance with this Agreement, EMPLOYEE is also subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures if EMPLOYEE is found by the NCAA or LSU to be in violation of NCAA Bylaws. EMPLOYEE agrees that LSU shall implement any such disciplinary or corrective actions imposed by the NCAA. EMPLOYEE further understands that EMPLOYEE has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case, pursuant to this Agreement and NCAA Bylaw 11.2.1, and that such obligation continues in effect during and beyond the termination of this Agreement for any violations alleged to have occurred during EMPLOYEE's employment by LSU.

**B. Termination by LSU without Cause.**

1. LSU shall have the right to terminate this Agreement without cause upon written notice to EMPLOYEE. In such event, LSU will pay EMPLOYEE liquidated damages in lieu of any and all other legal remedies or equitable relief as detailed below and as provided in Schedule A.
2. Liquidated damages under this Section will be the total Base Salary Amount, Supplemental Compensation and any earned but unpaid Post-

Season Incentive Compensation remaining in the Term at the time of termination.

3. In the event of termination by LSU without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than the liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.
4. Liquidated damages under this Section will be paid in equal monthly installments over a period of time equal to the amount of time then remaining in the Term, including any extended term.
5. In the event of termination by LSU without cause, the amount of liquidated damages owed by LSU under this Section shall be reduced and extinguished by and to the extent of any compensation EMPLOYEE earns, receives, or is entitled to receive for athletics-related employment from any third party from the termination date until LSU's obligation pursuant to this Section to EMPLOYEE terminates or ceases to exist. EMPLOYEE shall exercise due diligence and good faith in seeking other athletically-related employment. In the event EMPLOYEE obtains such other employment, EMPLOYEE must notify LSU and provide any and all documentation requested by LSU to determine the amount of compensation received by EMPLOYEE and the amount of offset due to LSU.
6. The parties have bargained for this liquidated damages provision. This is an agreement for personal services. The parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause EMPLOYEE to lose the salary, supplemental compensation, fringe benefits, certain other LSU-provided benefits, and possibly other income and benefits provided by third parties, which damages are impossible to determine with certainty. As such, the damages that may be suffered by EMPLOYEE in the event of a termination of this Agreement by LSU without cause are difficult to presently and accurately estimate. In addition, the parties expressly agree that the liquidated damages herein are not in any way a penalty.

**C. Termination by EMPLOYEE Without Cause.**

1. EMPLOYEE shall have the right to terminate this Agreement without cause upon written notice to LSU. In the event EMPLOYEE terminates this Agreement without cause, EMPLOYEE will pay LSU liquidated



damages, in lieu of any and all other legal remedies or equitable relief. In the event of termination by EMPLOYEE without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, which, unless otherwise agreed to in writing by LSU on one hand and EMPLOYEE on the other hand, shall be the earlier of: (a) the date on which EMPLOYEE provides notice of termination to LSU; (b) the date on which EMPLOYEE accepts employment from another employer; or (c) the date on which EMPLOYEE performs any work or services of any kind or nature whatsoever on behalf of or for the benefit of another employer. LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date, other than any earned by unpaid Incentive Compensation. The Parties acknowledge that this provision is intended to obligate EMPLOYEE to repay unearned compensation and fees previously received under the premise that EMPLOYEE would fulfill the Term of this Agreement.

2. If EMPLOYEE terminates employment during the Term, EMPLOYEE will pay to LSU liquidated damages as provided on Schedule A. EMPLOYEE shall have the option to pay such amount in a lump sum or in equal monthly installments over a period of time equal to the amount of time then remaining in the Agreement, including any extended term.
3. Liquidated damages under this Section may be waived, in the sole discretion of the President, if EMPLOYEE is not in breach of any provision of this Agreement and LSU determines that such a waiver would serve the best interests of LSU, considering factors such as, but not limited to, EMPLOYEE's length of service with LSU, whether EMPLOYEE is taking another athletically-related job, the impact the timing of EMPLOYEE notice has on the Team (whether it is given before, during, or after the Team's season and recruiting period), EMPLOYEE's ability and willingness to assist LSU if requested during any transition period (such as during post-season play after giving notice at the end of the regular season), ease of recruiting a replacement for EMPLOYEE, and the impact that the payment of liquidated damages would have on recruiting and retaining other similarly-situated coaches.
4. The parties have bargained for this liquidated damages provision. This is an agreement for personal services. The parties recognize that termination of this Agreement by EMPLOYEE prior to its expiration by lapse of term would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement coach for Team, in addition to potentially increased compensation costs and loss of ticket revenues, which damages are impossible to determine with any certainty.

5. Unless notice of termination under this Section has been given by either party, neither EMPLOYEE nor EMPLOYEE's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment for EMPLOYEE with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving prior written notice (which written notice shall for the purposes of this Section include electronic mail) to the President and the Athletic Director.

**D. Suspension or Other Disciplinary Action.**

1. In lieu of termination for cause, and apart from any rights it may have under this Agreement, LSU may impose disciplinary sanctions less severe than termination upon EMPLOYEE, up to and including suspension or leave without pay for a period no longer than 90 days for any act or omission which would be grounds for discipline or termination for cause. Imposition of such sanctions shall be at the discretion of LSU, which shall not be exercised arbitrarily or capriciously. Prior to suspension without pay under this provision, EMPLOYEE shall be provided written notice of the grounds for the suspension and shall have five calendar days from receipt of such notice to respond in writing to the Athletic Director. After review of any such response, the Athletic Director or the Athletic Director's designee(s) will provide EMPLOYEE with written notice of a decision and/or suspension.
2. Upon written notice and after reasonable opportunity to respond in writing, LSU may suspend EMPLOYEE for an indefinite period during any investigation by LSU, another governmental entity, or the NCAA or SEC to determine whether EMPLOYEE has violated any laws or Governing Athletics Regulations. During such suspension, EMPLOYEE shall receive only the Base Salary and any compensation earned but not yet paid as of the date of the suspension, along with fringe benefits provided under Section 9 of this Agreement, and shall not be entitled to receive any other benefits, compensation or remuneration set forth in this Agreement for the period of such suspension. If the matter giving rise to the suspension is finally resolved completely in favor of EMPLOYEE, and does not otherwise represent an independent basis for termination herein for cause, LSU shall pay or make available to EMPLOYEE the benefits and other compensation herein otherwise payable to EMPLOYEE during the period of suspension. Any such benefits which are payable pursuant to this Agreement by an affiliated foundation shall only be paid by such foundation, subject to its approval. Suspension under this subsection shall not limit any rights of LSU to terminate EMPLOYEE for cause.
3. EMPLOYEE shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA and SEC regulations,

respectively. Such action by the NCAA or the SEC shall not preclude or in any manner affect LSU's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.

4. Notwithstanding any other provision of this Agreement to the contrary, if EMPLOYEE is suspended by the SEC or NCAA, EMPLOYEE shall automatically be suspended by LSU for the duration of the SEC or NCAA imposed suspension without further notice or process. During such suspension, EMPLOYEE shall not be entitled to receive any compensation, benefits or any other payments under this Agreement except for fringe benefits provided under Section 9 of this Agreement.

E. **Termination by Death or Disability.** In the event of the death of EMPLOYEE or the inability of EMPLOYEE to perform the obligations described in this Agreement with or without accommodation by reason of disability or some other occurrence beyond the control of either party, and such inability to perform has continued or will continue beyond a reasonable period of time, but not less than 60 days, this Agreement shall terminate as a termination with cause and all future obligations between the parties shall cease upon the termination date reasonably established by LSU, unless otherwise required by law.

F. **Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither EMPLOYEE nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speaking, camps or other outside activity, or damages allegedly sustained by reason of alleged humiliation or defamation or other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or EMPLOYEE of information or documents required by law. EMPLOYEE acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, EMPLOYEE shall have no right to occupy the Position and that EMPLOYEE's sole remedies are provided herein and shall not extend to injunctive relief. EMPLOYEE further acknowledges and agrees that EMPLOYEE is not eligible for and will not be considered for or granted tenure by LSU.

12. **Discontinuation of the Program by the University.** Notwithstanding any provision to the contrary, in the event the University determines for any reason within its sole discretion to discontinue the Program as a Division I sport, LSU shall have the right to

terminate this Agreement without further obligation to EMPLOYEE. Notice of termination under this Section shall be in writing and shall establish a date of termination no less than 90 days from the date of the notice or upon the End Date, whichever occurs first. In the event the right to terminate pursuant to this Section is exercised, all obligations between the parties shall cease effective on the date of termination.

13. **Retention and Return of all Materials, Records, and Other Items.** All documents, records, or materials, including without limitation personnel records, recruiting records, team information, films, statistics, or any other material or data furnished to EMPLOYEE by LSU or developed by EMPLOYEE on behalf of or at the expense of LSU or otherwise in connection with the employment of EMPLOYEE are and shall remain the sole and confidential property of LSU. Within 10 days of the expiration or termination of this Agreement, EMPLOYEE shall cause any such materials in EMPLOYEE's possession or control to be delivered to LSU. At the same time, EMPLOYEE shall return to LSU all credit cards, keys, computers, automobiles, mobile communication devices and other items belonging to LSU which were issued to or are in the possession of EMPLOYEE.

14. **Leave and Overtime.**

A. **No Annual Leave.** Because of the specific nature of EMPLOYEE's job duties and the irregular times during which EMPLOYEE will be required to perform those job duties (for example, working in excess of 40 hours per week during Team's season, post-season, and recruiting period, while having fewer responsibilities in the off-season), EMPLOYEE acknowledges and agrees that EMPLOYEE will not earn or accrue annual leave.

1. EMPLOYEE's Base Salary Amount has been mutually negotiated with this understanding, and both EMPLOYEE and LSU agree that the Base Salary Amount would be less if EMPLOYEE were entitled to earn annual leave.
2. If any administrative tribunal, statewide elected official, or state board or commission with jurisdiction over such matters, or any court of competent jurisdiction, rules or publishes a formal written opinion or decision that Louisiana law requires EMPLOYEE to earn annual leave, and such rule or opinion is binding on LSU or LSU otherwise determines to comply with the opinion or ruling, then EMPLOYEE's Base Salary shall be reduced by the dollar value of the annual leave for which EMPLOYEE is credited (using the dollar value of such annual leave as of the date on which the opinion or ruling is published). This reduction shall be retroactive to the date on which EMPLOYEE's earning of annual leave is calculated to begin, and EMPLOYEE shall repay to LSU the amount of the reduction. EMPLOYEE shall pay LSU any amount owed as a result of this retroactive reduction in equal monthly installments for a period of 12 months (or such longer or shorter period as may be mutually agreed in writing by EMPLOYEE and LSU) from the date on which the EMPLOYEE is given notice that EMPLOYEE will be credited with

annual leave pursuant to this Section. In the alternative, if not prohibited by the ruling or otherwise disallowed by law, EMPLOYEE may waive EMPLOYEE's right to annual leave (both retroactively and/or prospectively) in lieu of making the payments that would otherwise be required under this Section.

- B. **No Overtime.** EMPLOYEE qualifies and is designated as exempt under the Fair Labor Standards Act and is not be entitled to any overtime pay or compensatory leave for work in excess of 40 hours in any workweek.
  - C. **Sick Leave.** EMPLOYEE will accrue and use sick leave in accordance with LSU policy.
  - D. **Notice of Absence.** EMPLOYEE is required to receive authorization from the Athletic Director or the Athletic Director's designee prior to being absent from EMPLOYEE's usual duties and responsibilities, not to be unreasonably withheld.
15. **Non-Assignment.** Neither party may assign, transfer, alienate, or encumber any of its rights or obligations hereunder without the express written consent of the other party, except as otherwise specifically set forth in this Agreement.
16. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement and understanding of the parties concerning the employment of EMPLOYEE by LSU and shall, upon the effective date hereof, supersede any other oral and written agreements between the parties. There are no oral or other agreements, understandings, promises, or representations between the parties affecting this Agreement. Both parties have relied solely on their own respective judgments in entering into this Agreement, with full opportunity to seek advice of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of the Agreement.
17. **Indirect Actions Prohibited.** Any act which EMPLOYEE is prohibited from doing directly in this Agreement may not be done indirectly by EMPLOYEE or another person on EMPLOYEE's behalf or at EMPLOYEE's behest.
18. **Amendments to Agreement.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by EMPLOYEE, such approval and acceptance to be acknowledged in writing.
19. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.
20. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.



**SCHEDULE A**  
**SUPPLEMENTAL TERMS FOR DENNIS SHAVER**

This Schedule A supplements and further defines the provisions of the Employment Agreement entered into between LSU and EMPLOYEE to which it is attached (the “Agreement”). In the event of a direct and clear conflict between the other provisions of the Agreement and this Schedule A, the provisions of this Schedule A shall control.

**1. Supplemental Compensation.** Pursuant to Section 7 of the Agreement, Supplemental Compensation is payable as follows.

- A. **Media Participation.** While employed under this Agreement, EMPLOYEE will earn and receive Supplemental Compensation during each calendar year of this Agreement in the following annualized amounts payable in 12 equal monthly installments on LSU’s regular monthly payroll date and pro-rated appropriately for partial years and months:

Start Date through June 30, 2022:	\$50,000
July 1, 2022 through June 30, 2023:	\$75,000
July 1, 2023 through June 30, 2024:	\$100,000
July 1, 2024 through June 30, 2025:	\$125,000

This compensation to EMPLOYEE is for being available for, appearing on or participating in, as requested, University sanctioned television, radio and internet programming concerning LSU and the Team.

- B. **Program Longevity Compensation.** If EMPLOYEE remains continuously employed with LSU in the Position, LSU shall provide additional Supplemental Compensation in recognition for the continued benefit to the Program and the Team. Supplemental Compensation of \$25,000 shall be earned each contract year and shall be deferred and paid to EMPLOYEE on June 30, 2025 if EMPLOYEE remains in the Position on that date.

**2. Incentive Compensation Schedule.** Pursuant to Section 8 of the Agreement, Incentive Compensation is payable as follows.

- A. **Post-Season Incentive Compensation.** Subject to the terms and conditions set forth in the Agreement, EMPLOYEE shall receive Post-Season Incentive Compensation in the amounts and based on the Team attaining the goals shown below.

- |    |   |               |
|----|---|---------------|
| 1. | SEC Meet Champion   | \$ 25,000 AND |
| 2. | NCAA Incentive Compensation Goals for National Championship Meet: |               |
| a. | Top 7 Finish  | \$ 20,000 OR  |

- b. Top 5 Finish \$ 35,000 OR
  - c. Second Place Finish \$ 50,000 OR
  - d. NCAA National Champion \$100,000
3. For Post-Season Incentive Compensation, EMPLOYEE shall earn the full amount for the highest gender Team achievement and one-half the amount for the lower Team gender achievement. The maximum amount of Post-Season Incentive Compensation payable to EMPLOYEE in a contract year shall be \$187,500.
  4. Post-Season Incentive Compensation is additional compensation for the extra services required of EMPLOYEE in the preparation for and participation in post-season play. If payable, Post-Season Incentive Compensation shall be paid within 60 days following the final postseason game in which Team participates.
  5. If EMPLOYEE does not actively coach the Team in the Position for any post-season game for any reason, including but not limited to termination or re-assignment of position, EMPLOYEE shall not be entitled to Post-Season Incentive Compensation.

**B. Coaching Recognition Incentive Compensation.** EMPLOYEE may earn Coaching Recognition Incentive Compensation for receiving the following recognition. Coaching Recognition Incentive Compensation, if payable, shall be considered earned as of the first date any of the listed honors is named and shall be paid within 60 days of that date. The maximum amount of Coaching Recognition Incentive Compensation payable in a contract year shall be \$52,500.

- 1. SEC Coach of the Year \$15,000
- 2. National Coach of the Year (as named by USTFCCCA) \$20,000

EMPLOYEE shall earn the full amount of the Coaching Recognition Incentive Compensation for one gender and one-half the amount for the other gender if named for both genders.

**C. Academic Incentive Compensation.** In the event the multi-year Academic Performance Rate “APR” (as defined by the NCAA) for the Program is the minimum APR multi-year score established by the NCAA (current minimum score is 930) in any one contract year, LSU agrees to pay EMPLOYEE Academic Incentive Compensation in the amount of \$10,000 for that contract year. Academic Incentive Compensation may only be achieved once per year for the men’s team and once per year for the women’s team. Academic Incentive Compensation shall be considered earned on the date on which the APR for LSU is released and shall be paid within 60 days of such date. To be eligible for such



compensation, EMPLOYEE must be employed by LSU as of the date on which the incentives are earned.

3. **Liquidated Damages for Termination by LSU Without Cause.** Pursuant to Section 11(B)(1) of the Agreement, if LSU terminates Employment during the Term without cause, LSU will pay EMPLOYEE liquidated damages in the amount of Base Salary and Supplemental Compensation which would have been payable to EMPLOYEE for the unexpired Term.
4. **Liquidated Damages for Termination by EMPLOYEE Without Cause.** Pursuant to Section 11(C)(2) of the Agreement, if EMPLOYEE terminates Employment during the Term, EMPLOYEE will pay LSU liquidated damages of 15 percent of the Base Salary Amount which would have been payable to EMPLOYEE for the remaining Term.
5. **Supplemental Provisions.**
  - A. Section 14(A) of the Agreement is deleted in its entirety.
  - B. EMPLOYEE shall be entitled to the following additional benefits:
    1. An automobile entitlement of (1) an annual automobile allowance in an amount not to exceed \$1,000 per month, or (2) to the extent consistent with state ethics law, use of courtesy vehicle provided by a dealership and related automobile insurance.
    2. Membership in a country club, such as the University Club of Baton Rouge, provided that: (1) LSU business-related (non-personal) expenses incurred in accordance with LSU and foundation policy will be reimbursed from affiliated foundation funds; and (2) EMPLOYEE shall be responsible for payment of all personal charges and charges unrelated to LSU business.
    3. EMPLOYEE may invite guest(s) for travel to athletic events as per the LSU Travel Handbook. Any guest(s) must be approved for travel on chartered or commercial transportation by the Athletic Director or the Athletic Director's designee.

**SIGNATURES ON THE FOLLOWING PAGE**

BOARD OF SUPERVISORS OF LOUISIANA  
STATE UNIVERSITY AND AGRICULTURAL  
AND MECHANICAL COLLEGE

By: \_\_\_\_\_  
William F. Tate, IV, President                      Date

\_\_\_\_\_  
Dennis Shaver    Date

RECOMMENDED:

\_\_\_\_\_  
Scott Woodward, Director of Athletics

\_\_\_\_\_  
Donna Torres, Interim Executive Vice President for  
Finance and Administration/CFO



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## Board of Supervisors

### Request from LSU Alexandria to Approve the Employment Contract with Harrison Houle, Head Coach of Women's Soccer

Date: September 10, 2021

#### 1. Bylaw Citation

Pursuant to Article VII, Section 1 of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

#### K. Matters Related to Personnel

3. Appointments and all other personnel actions relating to Head Coaches and Athletic Directors.

#### 2. Summary of Matter

This resolution seeks approval of the proposed employment contract for Harrison Houle, Head Coach, LSUA Women's Soccer. The proposed base salary is \$36,000 for fiscal years 2022 through 2024. The coach would be eligible for any LSUA salary adjustment as determined by LSUA administration and in accordance with available Athletic Auxiliary funding.

#### 3. Review of Business Plan

Not applicable.

#### 4. Fiscal Impact

All funding relating to this employment contract will be paid from revenues generated by the Athletic Department. No state general fund or tuition dollars will be used to fund this employment contract.

#### 5. Description of Competitive Process

Not applicable.

#### 6. Review of Legal Documents

The Office of General Counsel and the Office, LSUA Finance and Administrative Services and the Human Resource Management at LSUA have reviewed proposed contract.

#### 7. Parties of Interest

Not applicable.

#### 8. Related Transactions

Not applicable.

**9. Conflicts of Interest**

None.

**10. Attachments**

1. Head Coach Contract for Harrison Houle

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize the President of LSU, or his designee, to execute the employment agreement with Harrison Houle as presented; and,

**BE IT FURTHER RESOLVED** that the President of LSU, or his designee, be and he is hereby authorized by and empowered for and on behalf of and in the name of the Board of Supervisors, in consultation with General Counsel, to include in the Agreement any and all provisions and stipulations that he deems in the best interest of the University.

STATE OF LOUISIANA

PARISH OF RAPIDES

**EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”) is made and entered into as of the 1st day of July, 2021, by and between Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (“LSU” or “University”), a body corporate existing under the Constitution and laws of the State of Louisiana, through Louisiana State University of Alexandria (“LSUA”), herein represented by Dr. Paul Coreil, its duly authorized Chancellor, and Harrison Houle (“EMPLOYEE”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
  - A. “Chancellor”: The Chancellor of LSUA.
  - B. “Athletic Director”: The Director of Athletics at LSUA.
  - C. “Base Salary Amount”: The annual sum of \$36,000.
  - D. “Position”: Head Coach of the Team.
  - E. “Start Date”: August 1, 2021.
  - F. “End Date”: June 30, 2024.
  - G. “Program”: The intercollegiate Women’s Soccer program at LSUA.
  - H. “Team”: The intercollegiate athletic team which is a part of the Program.
  - I. “Contract Year”: An annual period from July 1 to June 30 during the Term of this Agreement.
2. **Term.** The term (“Term”) of this Agreement shall be for a definite term, commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Sections 9 or 10 of this Agreement. This Agreement will automatically renew on a month-to-month basis until terminated or either party provides written notice of nonrenewal to the other at least 30 days before the End Date or any extension thereof.
3. **Employment.** LSUA does hereby employ EMPLOYEE in the Position for the Team. EMPLOYEE will report directly to the Athletic Director and through the Athletic Director to the Chancellor. EMPLOYEE will be responsible for the Program at LSUA. It is the goal of the parties that EMPLOYEE will serve in such position throughout the term of this Agreement. It is understood, however, that LSUA retains the right to reassign EMPLOYEE to other positions within LSUA with different duties without penalty during the term of this Agreement, provided that EMPLOYEE will not be assigned to any position which is

not consistent with EMPLOYEE's education and training. EMPLOYEE hereby agrees to accept such employment and devote full-time attention to the performance of the duties herein.

4. **Duties and Responsibilities.** EMPLOYEE's duties and responsibilities shall include the following, all subject to law, LSU and LSUA policy, and the directives, input, and advice of the Chancellor and the Athletic Director:
- A. Administering, managing, and leading the Program in a professionally appropriate and competent manner;
  - B. Administering, managing, and leading the Program in an effort to effectively compete in National Association of Intercollegiate Athletics (NAIA) play;
  - C. Hiring and managing the assistant coaches and other athletic staff necessary and appropriate to assist EMPLOYEE in meeting the responsibilities herein;
  - D. Performing all duties reasonably assigned to EMPLOYEE by the Athletic Director so long as such duties are consistent with those duties typically assigned to Head Coaches at colleges or universities at the same competitive level as LSUA;
  - E. Promoting and monitoring the success of the Team and its student-athletes both athletically and academically;
  - F. Directing the Team, including management of staff, budget, and other resources;
  - G. Understanding and agreeing that EMPLOYEE and EMPLOYEE's staff, with the reasonable assistance of LSUA, are bound by and must be reasonably knowledgeable of and comply with: (1) all applicable federal and state laws governing intercollegiate athletics; and (2) all governing constitutions, by-laws, rules, policies, interpretations, and regulations of the NAIA, the Red River Athletic Conference (RRAC) (and any other conference or organization of which LSUA is or becomes a member during the term of this Agreement), LSU and LSUA (hereinafter collectively referred to as "Governing Athletics Regulations");
  - H. Monitoring compliance with Governing Athletics Regulations by all student athlete members of the Team, assistant coaches, other Program staff members, and other individuals under or subject to EMPLOYEE's direct control, supervision or authority, and promptly reporting any known or reasonably suspected violation of Governing Athletics Regulations to the Athletic Director;
  - I. Understanding and complying with Title IX of the Education Amendments of 1972 and LSU policies on Title IX and sexual misconduct, including but not limited to Permanent Memorandum 73 ("PM-73") and, as a Responsible Person under PM-73, understanding and complying with the obligation to report incidents of sexual misconduct (including sexual harassment and sexual violence) and other inappropriate sexual conduct of which EMPLOYEE has knowledge or receives

notice to LSU's Title IX Coordinator and other appropriate designee as required by PM-73.

- J. Cooperating fully in any investigation of possible violations of any Governing Athletic Regulations conducted or authorized by LSU, LSUA, RRAC, or the NAIA at any time, and cooperating fully in any LSUA internal investigation or inquiry;
  - K. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
  - L. Reasonably understanding, observing, upholding, and promoting LSUA's written academic standards, requirements, and policies, and reasonably promoting an environment in which admissions, financial aid, academic services for student-athletes, and recruiting can be conducted consistent with LSUA's mission;
  - M. Cultivating and maintaining reasonable interaction with the Board of Supervisors, affiliated foundations, athletic conferences, institutional alumni, the media, the public, students, faculty, staff and other members of the LSUA community, in accordance with the policies and instructions of the Athletic Director;
  - N. Performing all duties in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the Athletics Department and LSUA;
  - O. Using reasonable efforts, through due care and supervision, to ensure that all student-athletes and other individuals under or subject to EMPLOYEE's control, authority, or supervision comply with all Governing Athletics Regulations and act in accordance with the high moral, ethical, and academic standards of the Program and LSUA;
  - P. Using reasonable efforts to promote the goal of LSUA that every student-athlete obtains an undergraduate degree, and reasonably cooperating with academic counselors or similar persons designated by LSUA to assist student-athletes and the faculty and administrators of LSUA in connection with the academic pursuits of student-athletes; and
  - Q. Performing all other reasonable duties customarily performed by head coaches in similar programs at colleges or universities competing at the same level as LSUA.
5. **Sports Camps.** EMPLOYEE, subject to Governing Athletics Regulations and Athletic Department guidelines, rules and regulations, may operate or work at sports camps or clinics at LSUA. LSUA does not guarantee or provide any compensation or revenue from operation of sports camps or clinics. EMPLOYEE shall not be permitted to sell, assign, lease, donate or otherwise transfer any ownership, assets or interests in such a camp or clinic to any other person or entity without the prior written approval of the Chancellor. Use of University facilities by sports camps must comply with University policy.

6. **Base Salary.** LSUA agrees to pay EMPLOYEE the Base Salary Amount annually, in 12 equal monthly installments, on LSUA's regular monthly payroll date. Base Salary is subject to increase as authorized by LSUA as part of a campus-wide cost-of-living or merit-based salary adjustment.
7. **Retirement and Fringe Benefits.** EMPLOYEE shall be entitled to the following benefits:
  - A. Retirement and fringe benefit programs available to all unclassified professional LSUA employees, with contributions and benefit amounts as defined by law. EMPLOYEE understands and agrees that no contributions for purposes of any State of Louisiana retirement program will be made by LSUA or withheld from EMPLOYEE's compensation except as to the Base Salary Amount and any earned Post-Season Incentive Compensation, and EMPLOYEE shall not be entitled to any retirement benefits that may otherwise be attributable to any other compensation paid pursuant to this Agreement. Retirement contributions are subject to the limitations of federal law and Louisiana law.
  - B. As part of any third-party apparel and/or equipment related contract with LSUA, EMPLOYEE acknowledges and agrees that team may be provided and/or allocated apparel and/or equipment from and by LSUA, which apparel and equipment shall be used exclusively and solely by EMPLOYEE in furtherance of EMPLOYEE'S employment duties and team-related activities as applicable to EMPLOYEE'S employment with LSUA.
  - C. Other customary, reasonable and related employee benefits may be provided by affiliated foundations as authorized by the Chancellor and after review by the Office of General Counsel for a determination that such benefits are in compliance with LSU policy and the Louisiana Code of Governmental Ethics.
8. **Additional Revenue.** Subject to compliance with Governing Athletics Regulations, including but not limited to LSU Permanent Memorandum 11 ("PM-11"), EMPLOYEE may earn or receive other revenue ("Additional Revenue") while employed by LSUA, including working with sports camps or clinics, provided, however, that EMPLOYEE shall obtain prior written approval from the Chancellor before engaging in any commercial or private venture, including the use of EMPLOYEE's name by any commercial, public or private entity. LSUA does not guarantee any amount of Additional Revenue.
9. **Termination and Suspension.**
  - A. **Termination by LSUA for Cause.** This Agreement may be terminated for "cause" by LSUA, acting through the Chancellor, at any time prior to its expiration, upon written notice to EMPLOYEE.
    1. For purposes of this Section, "cause" for termination shall be defined particularly but not exclusively as:
      - a. Commission of a material and substantial violation (including repeated secondary violations) of Governing Athletics Regulations,



or failing promptly to report any such violation by another person to the Athletic Director, or committing a material and substantial violation of any LSU or LSUA policies, rules, or procedures that are within the scope and/or meet the definition of Governing Athletics Regulations;

- b. Commission of a material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (i) the violation occurs or continues to occur after EMPLOYEE knew or had constructive knowledge that it was about to occur or was occurring, or (ii) EMPLOYEE failed to establish and maintain reasonable policies and procedures, or to follow reasonable policies and procedures established in writing by the Athletic Department for the Program to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;
- c. Committing or being convicted of either: (i) any felony, or (ii) any misdemeanor involving gambling, drugs, or alcohol;
- d. Engaging in serious misconduct which either: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSUA; (ii) brings EMPLOYEE into substantial public disrepute sufficient to materially impair EMPLOYEE's ability to perform the obligations contained herein without material adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to EMPLOYEE as a visible representative of LSUA, including but not limited to, acts of dishonesty, misrepresentation, fraud, or violence;
- e. Unreasonable refusal or repeated failure to perform any duties imposed upon EMPLOYEE herein (including, but not limited to, those duties specified in this Agreement), or failing to perform the same to the best of EMPLOYEE's reasonable ability;
- f. Prolonged absence from LSUA without consent, which will not be unreasonably withheld;
- g. Committing fraud in the performance of any duties and responsibilities herein, either with intent or reckless disregard for the truth, including but not limited to fraud or dishonesty in any written or verbal statements, including résumés, provided by EMPLOYEE to LSUA in the application process or fraud in the preparation, falsification, or alteration of documents or records of LSUA, the NAIA, or the RRAC, or documents or records pertaining to any recruit or student athlete, including without limitation

transcripts, eligibility forms, and compliance reports; or knowingly permitting any other person to commit such fraud;

- h. Failure to respond reasonably accurately and fully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties herein or at any prior employment at any other institution of higher learning propounded by LSUA, the NAIA, the RRAC or any other governing body having supervision over the athletic programs of LSUA or such other institution of higher education, or required by law or Governing Athletics Regulations; or knowingly permitting any other person to fail to so respond;
- i. Participation in any gambling, bookmaking, wagering, or betting involving any athletic contest whether by soliciting, placing, or accepting a bet or wager or through a bookmaker, a pool, or any other method of gambling; or knowingly permitting any student athlete or other individual under EMPLOYEE's control, authority, or supervision to participate in such activity;
- j. Providing information or data, other than information or data provided to the general public through public presentation, relating in any manner to any intercollegiate sport or to any student athlete to any individual whom EMPLOYEE knows (or has constructive knowledge) to be a gambler, better, or bookmaker, or an agent of any such person; or knowingly permitting any student athlete or other individual under EMPLOYEE's control, authority, or supervision to furnish such information or data;
- k. Use or consumption of alcoholic beverages or controlled substances, steroids, or other drugs or chemicals to such degree and for such appreciable period as to substantially impair EMPLOYEE's ability to perform the duties herein;
- l. Sale, purchase, use or possession of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by EMPLOYEE is prohibited by law or Governing Athletics Rules. The provisions of this subsection do not prohibit the use or possession of substances or drugs lawfully prescribed by a healthcare provider, and used in accordance therewith.
- m. Knowingly encouraging or allowing the sale, purchase, use, or possession by any student athlete or other individual under EMPLOYEE's control, authority, or supervision of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase,

use, or possession of which by such person is prohibited by law or Governing Athletics Rules;

- n. Failing reasonably to cooperate in the investigation and enforcement of Governing Athletics Regulations or in any LSUA internal investigation or inquiry; or knowingly permitting any other person to fail to cooperate in such investigation and enforcement;
  - o. Subject to any right of administrative appeal permitted or granted to EMPLOYEE by the NAIA or RRAC, any finding or determination by the NAIA, RRAC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by EMPLOYEE of NAIA or RRAC rules, or of any such major or repetitive violations by others under the direct supervision of EMPLOYEE which were knowingly and intentionally permitted, encouraged, or condoned by EMPLOYEE, or about which violations EMPLOYEE knew or should have known and should have acted reasonably to prevent, limit, or mitigate (it is recognized that this subsection includes findings or determinations of violations during employment of EMPLOYEE at any other institution of higher education);
  - p. Failing to report promptly to the Athletic Director any violations of Governing Athletics Regulations involving the Team of which EMPLOYEE has actual knowledge;
  - q. Failure by EMPLOYEE to engage in, and use best efforts to ensure that personnel under EMPLOYEE's direct or indirect supervision engage in, safe and responsible treatment of student athletes on the Team, including without limitation failure to comply with any requirement pertaining to medical clearance for participation, or any other act or omission (including but not limited to physical and/or emotional abuse of student athletes) that creates, or could reasonably be expected to create, an unreasonable risk of harm to a student athlete;
  - r. Failure to comply with LSU and LSUA policies, rules and regulations concerning Title IX, including specifically but not exclusively the reporting of any incident of sexual misconduct in accordance with LSU's Title IX policy and PM-73; or
  - s. Knowingly committing material violation(s) of the terms of this Agreement.
2. In the event of termination for cause, EMPLOYEE's Base Salary and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSUA shall not thereafter be liable

to EMPLOYEE for any sums or damages other than compensation (including Incentive Compensation) earned prior to the termination date. The termination date shall be the date on which the initial notice of termination is given, or on such later date as may be set forth by LSUA in the notice of termination. Should the EMPLOYEE be reinstated following a hearing, EMPLOYEE shall be paid any lost compensation and benefits, retroactive to the date of the initial notice of termination.

3. Any judgment as to whether the criteria contained in this Section have been met shall not be made arbitrarily or capriciously by LSUA. Prior to termination for cause, EMPLOYEE shall be provided with written notice of contemplated termination and a statement of the grounds and facts in support thereof and shall have five calendar days from receipt of such notice to respond in writing and/or present documents or other written evidence to the Athletic Director.

After review any such response the Athletic Director or the Athletic Director's designee will provide EMPLOYEE written notice of a decision. Within five calendar days of receipt of the decision, EMPLOYEE may make a written request for a hearing to the Chancellor. If no such request is made, the decision of the Athletic Director is final. If a request for hearing is made, the Chancellor or the Chancellor's designee(s) will conduct the hearing. The hearing and related proceedings will not be open to the public. EMPLOYEE has the right to an advisor, including legal counsel, at the hearing but the advisor or counsel may not participate in the hearing, question witnesses or address the Chancellor or Chancellor's designee(s).

4. Within five calendar days of the hearing, EMPLOYEE will be provided written notice of the decision of the Chancellor, which will be final.

**B. Termination by LSUA without Cause.**

1. LSUA shall have the right to terminate this Agreement without cause upon written notice to EMPLOYEE. In such event, LSUA will pay EMPLOYEE liquidated damages in lieu of any and all other legal remedies or equitable relief as detailed herein.
2. In the event of termination by LSUA without cause, EMPLOYEE's Base Salary, Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSUA shall not thereafter be liable to EMPLOYEE for any sums or damages other than the liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSUA in the notice of termination.

3. Liquidated damages under this Section 9(B) shall be the Base Salary for the current Contract Year of this Agreement. A partial year shall be prorated. Liquidated damages under this Section will be paid in equal monthly installments over a period of time equal to the amount of time then remaining in the Term.
4. In the event of termination by LSUA without cause, the amount of liquidated damages owed by LSUA under this Section shall be reduced and extinguished by and to the extent of any compensation EMPLOYEE earns, receives, or is entitled to receive for athletics-related employment from any third party from the termination date until LSUA's obligation pursuant to this Section to EMPLOYEE terminates or ceases to exist. EMPLOYEE shall exercise due diligence and good faith in seeking other athletically-related employment. In the event EMPLOYEE obtains such other employment, EMPLOYEE must notify LSUA and provide any and all documentation requested by LSUA to determine the amount of compensation received by EMPLOYEE and the amount of offset due to LSUA.
5. The parties have bargained for this liquidated damages provision. This is an agreement for personal services. The parties recognize that termination of this Agreement by LSUA prior to its expiration by lapse of term would cause EMPLOYEE to lose the salary, fringe benefits, certain other LSUA-provided benefits, and possibly other income and benefits provided by third parties, which damages are impossible to determine with certainty. As such, the damages that may be suffered by EMPLOYEE in the event of a termination of this Agreement by LSUA without cause are difficult to presently and accurately estimate. In addition, the parties expressly agree that the liquidated damages herein are not in any way a penalty.

**C. Termination by EMPLOYEE Without Cause.**

1. EMPLOYEE shall have the right to terminate this Agreement without cause upon 30 days written notice to LSUA. In the event of termination by EMPLOYEE without cause, EMPLOYEE's Base Salary, Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, which shall be no later than 30 days after the written notice provided by EMPLOYEE to LSUA.
2. Unless notice of termination under this Section has been given by either party, neither EMPLOYEE nor EMPLOYEE's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment for EMPLOYEE with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving prior written notice (which written notice shall for the purposes of this Section include electronic mail) to the Chancellor and the Athletic Director.

**D. Suspension or Other Disciplinary Action.**

1. In lieu of termination for cause, and apart from any rights it may have under this Agreement, LSUA may impose disciplinary sanctions less severe than termination upon EMPLOYEE, up to and including suspension or leave without pay for a period no longer than 90 days for any act or omission which would be grounds for discipline or termination for cause. Imposition of such sanctions shall be at the discretion of LSUA, which shall not be exercised arbitrarily or capriciously. Prior to suspension without pay under this provision, EMPLOYEE shall be provided written notice of the grounds for the suspension and shall have five calendar days from receipt of such notice to respond in writing to the Athletic Director. After review of any such response, the Athletic Director or the Athletic Director's designee(s) will provide EMPLOYEE with written notice of a decision and/or suspension.
2. Upon written notice and after reasonable opportunity to respond in writing, LSUA may suspend EMPLOYEE for an indefinite period during any investigation by LSUA, another governmental entity, or the NAIA or RRAC to determine whether EMPLOYEE has violated any laws or Governing Athletics Regulations. During such suspension, EMPLOYEE shall receive only the Base Salary and any compensation earned but not yet paid as of the date of the suspension, along with Fringe Benefits, and shall not be entitled to receive any other benefits, compensation or remuneration set forth in this Agreement for the period of such suspension. If the matter giving rise to the suspension is finally resolved completely in favor of EMPLOYEE, and does not otherwise represent an independent basis for termination herein for cause, LSUA shall pay or make available to EMPLOYEE the benefits and other compensation herein otherwise payable to EMPLOYEE during the period of suspension. Any such benefits which are payable pursuant to this Agreement by an affiliated foundation shall only be paid by such foundation, subject to its approval. Suspension under this subsection shall not limit any rights of LSUA to terminate EMPLOYEE for cause.
3. EMPLOYEE shall be subject to disciplinary or corrective action by the NAIA or RRAC for any violation of NAIA or RRAC regulations, respectively. Such action by the NAIA or RRAC shall not preclude or in any manner affect LSUA's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.

**E. Termination by Death or Disability.** In the event of the death of EMPLOYEE or the inability of EMPLOYEE to perform the obligations described in this Agreement with or without accommodation by reason of disability or some other occurrence beyond the control of either party, and such inability to perform has continued or will continue beyond a reasonable period of time, but not less than 60 days, this Agreement shall terminate as a termination with cause and all future obligations

between the parties shall cease upon the termination date reasonably established by LSUA, unless otherwise required by law.

- F. **Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither EMPLOYEE nor LSUA shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speaking, camps or other outside activity, or damages allegedly sustained by reason of alleged humiliation or defamation or other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSUA or EMPLOYEE of information or documents required by law. EMPLOYEE acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, EMPLOYEE shall have no right to occupy the Position and that EMPLOYEE's sole remedies are provided herein and shall not extend to injunctive relief. EMPLOYEE further acknowledges and agrees that EMPLOYEE is not eligible for and will not be considered for or granted tenure by LSUA.
10. **Discontinuation of the Program by the University.** Notwithstanding any provision to the contrary, in the event the University determines for any reason within its sole discretion to discontinue the Program, LSUA shall have the right to terminate this Agreement without further obligation to EMPLOYEE. Notice of termination under this Section shall be in writing and shall establish a date of termination no less than 90 days from the date of the notice or upon the End Date, whichever occurs first. In the event the right to terminate pursuant to this Section is exercised, all obligations between the parties shall cease effective on the date of termination.
11. **Retention and Return of all Materials, Records, and Other Items.** All documents, records, or materials, including without limitation personnel records, recruiting records, team information, films, statistics, or any other material or data furnished to EMPLOYEE by LSUA or developed by EMPLOYEE on behalf of or at the expense of LSUA or otherwise in connection with the employment of EMPLOYEE are and shall remain the sole and confidential property of LSUA. Within 10 days of the expiration or termination of this Agreement, EMPLOYEE shall cause any such materials in EMPLOYEE's possession or control to be delivered to LSUA. At the same time, EMPLOYEE shall return to LSUA all credit cards, keys, computers, mobile communication devices and other items belonging to LSUA which were issued to or are in the possession of EMPLOYEE.

12. **Leave and Overtime.**

- A. **No Annual Leave.** Because of the specific nature of EMPLOYEE's job duties and the irregular times during which EMPLOYEE will be required to perform those job duties (for example, working in excess of 40 hours per week during Team's season, post-season, and recruiting period, while having fewer responsibilities in the off-season), EMPLOYEE acknowledges and agrees that EMPLOYEE will not earn or accrue annual leave.
1. EMPLOYEE's Base Salary Amount has been mutually negotiated with this understanding, and both EMPLOYEE and LSUA agree that the Base Salary Amount would be less if EMPLOYEE were entitled to earn annual leave.
  2. If any administrative tribunal, statewide elected official, or state board or commission with jurisdiction over such matters, or any court of competent jurisdiction, rules or publishes a formal written opinion or decision that Louisiana law requires EMPLOYEE to earn annual leave, and such rule or opinion is binding on LSUA or LSUA otherwise determines to comply with the opinion or ruling, then EMPLOYEE's Base Salary shall be reduced by the dollar value of the annual leave for which EMPLOYEE is credited (using the dollar value of such annual leave as of the date on which the opinion or ruling is published). This reduction shall be retroactive to the date on which EMPLOYEE's earning of annual leave is calculated to begin, and EMPLOYEE shall repay to LSUA the amount of the reduction. EMPLOYEE shall pay LSUA any amount owed as a result of this retroactive reduction in equal monthly installments for a period of 12 months (or such longer or shorter period as may be mutually agreed in writing by EMPLOYEE and LSUA) from the date on which the EMPLOYEE is given notice that EMPLOYEE will be credited with annual leave pursuant to this Section. In the alternative, if not prohibited by the ruling or otherwise disallowed by law, EMPLOYEE may waive EMPLOYEE's right to annual leave (both retroactively and/or prospectively) in lieu of making the payments that would otherwise be required under this Section.
- B. **No Overtime.** EMPLOYEE qualifies and is designated as exempt under the Fair Labor Standards Act and is not be entitled to any overtime pay or compensatory leave for work in excess of 40 hours in any workweek.
- C. **Sick Leave.** EMPLOYEE will accrue and use sick leave in accordance with LSUA policy.
- D. **Notice of Absence.** EMPLOYEE is required to receive authorization from the Athletic Director or the Athletic Director's designee prior to being absent from EMPLOYEE's usual duties and responsibilities, not to be unreasonably withheld.



13. **Non-Assignment.** Neither party may assign, transfer, alienate, or encumber any of its rights or obligations hereunder without the express written consent of the other party, except as otherwise specifically set forth in this Agreement.
14. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement and understanding of the parties concerning the employment of EMPLOYEE by LSUA and shall, upon the effective date hereof, supersede any other oral and written agreements between the parties. There are no oral or other agreements, understandings, promises, or representations between the parties affecting this Agreement. Both parties have relied solely on their own respective judgments in entering into this Agreement, with full opportunity to seek advice of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of the Agreement.
15. **Indirect Actions Prohibited.** Any act which EMPLOYEE is prohibited from doing directly in this Agreement may not be done indirectly by EMPLOYEE or another person on EMPLOYEE's behalf or at EMPLOYEE's behest.
16. **Amendments to Agreement.** This Agreement may be amended only by a written instrument duly approved by LSUA through its designated representatives and accepted by EMPLOYEE, such approval and acceptance to be acknowledged in writing.
17. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.
18. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
19. **No Waiver of Sovereign Immunity.** It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver or relinquishment by LSUA of any rights to claim such exemptions, privileges and immunities as may be provided by law.
20. **"Force Majeure" Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil unrest, strike, lockout, epidemic or pandemic, government-ordered restriction or cessation of activity, accident, fire, natural disaster, wind or flood or any requirements of law, or an act of God.
21. **Governing Law and Venue.** This Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or federal court having jurisdiction and domiciled in East Baton Rouge Parish, Louisiana.

**[SIGNATURES ON FOLLOWING PAGE]**

THE PARTIES hereto, acknowledging that this Agreement is subject to approval of the Board of Supervisors, have executed this Agreement on the day, month and year identified below.

BOARD OF SUPERVISORS OF LOUISIANA  
STATE UNIVERSITY AND AGRICULTURAL  
AND MECHANICAL COLLEGE, THROUGH  
LOUISIANA STATE UNIVERSITY OF  
ALEXANDRIA

By: \_\_\_\_\_  
Paul Coreil, Chancellor Date

\_\_\_\_\_  
Michael Poropat Date



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## Board of Supervisors

### MEETING MINUTES

BOARD OF SUPERVISORS MEETING | SEPTEMBER 10, 2021

MINUTES  
LSU BOARD OF SUPERVISORS MEETING  
*Stadium Club South, Tiger Stadium*  
*North Stadium Drive, Baton Rouge, LA 70803*  
*Friday, August 6, 2021 | Time: 10:00 a.m. CT*

I. Call to Order and Roll Call

Mr. Robert Dampf, Chair, called to order the Regular Meeting of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College on April 10, 2021.

Present

Mr. Robert Dampf, Chair  
Mr. Rémy Voisin Starns, Chair-elect  
Ms. Mary Leach Werner, Past Chair  
Ms. Monica Aguilera  
Mr. Glenn Armentor  
Ms. Laurie Aronson  
Mr. Wayne Brown  
Mr. Jay Blossman  
Ms. Valencia Sarpy Jones  
Mr. Lee Mallett  
Mr. Patrick C. Morrow  
Mr. Collis Temple Jr.  
Mr. James Williams  
Mr. Richard Zuschlag

Absent

Mr. Randy Morris  
Mr. Jimmie Woods

Also participating in the meeting were the following: Dr. William F. Tate IV, President of LSU; Mr. Winston DeCuir, General Counsel for LSU; University officer and administrators of the campuses; faculty and staff representatives; interested citizens and representatives of the news media.

II. Invocation and Pledge of Allegiance

The invocation was offered by Ms. Mary Leach Werner.

The Pledge of Allegiance was led by Ms. Valencia Sarpy Jones.

III. Public Comment

There were ten individuals registered for public comment: Dylan White, Rosemary Peters-Hill, Jeanne Donaldson, Kevin Yau, Meredith Veldman, Blake Howe, Max Conrad, Inessa Bazayev, Ravi Rau, and Margo Brault. All comments were related to Item 1 on the Academic & Research Committee agenda: Report on Return to Class and COVID Mitigation.

IV. Committee Meetings

Mr. Dampf adjourned the regular meeting to convene the committee meetings.

4.A. **Academic Committee**

Present for the Academic Committee were Ms. Jones, Ms. Aguilera, Mr. Armentor, Ms. Aronson, Mr. Blossman, Mr. Starns, Ms. Werner, and Mr. Williams.

Ms. Jones presented several accolades the University received.

4.A.1. Report on Return to Campus and COVID Mitigation

Report given by Dr. Matt Lee.

4.A.2. Request from LSU A&M to Establish the Graduate Certificate in Estate Planning and Taxation

Upon motion by Mr. Blossman, seconded by Mr. Starns, the item was approved without objection.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M to establish the Graduate Certificate in Estate Planning and Taxation.

4.A.3. Request from LSU A&M to Reauthorize the Admissions Policies Related to Standardized Tests for a Limited Term

Upon motion by Mr. Starns, seconded by Mr. Blossman, the item was approved without objection.

**NOW, THEREFORE, BE IT RESOLVED** the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College (the "Board") does hereby approve the extension of the authorization to remove the requirement of a standardized test score to apply to terms and sessions starting in Academic Year 2022-23.

4.A.4. Request from LSU A&M for Continued Authorization of the Horace C. Hearne, Jr. Institute for Theoretical Physics

Upon motion by Ms. Aguilera, seconded by Mr. Armentor, the item was approved without objection.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from the LSU A&M for continued authorization of the Horace C. Hearne, Jr. Institute for Theoretical Physics.

4.A.5. Request from LSU Health Sciences Center – New Orleans for Continued Designation of the Alcohol and Drug Abuse Center of Excellence

Upon motion by Ms. Werner, seconded by Mr. Williams, the item was approved without objection.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Health Sciences - New Orleans for continued designation of the Alcohol and Drug Abuse Center of Excellence.

**4.B. Finance Committee**

Present for the Finance Committee were Mr. Brown, Ms. Aronson, Mr. Blossman, Mr. Mallett, Mr. Starns, and Mr. Zuschlag.

- 4.B.1. Request to Authorize the University to Enter Into a Contract for Third Party Administrator Services for the LSU First Health Plan

Upon motion by Mr. Mallett, seconded by Mr. Blossman, the item was approved without objection.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize the President, or his designee, acting on behalf and in the name of the Board, and in consultation with general counsel, to execute an agreement with WebTPA Employer Services, LLC (WebTPA) as determined by a competitive bid and evaluation process, with all such agreements and documents as well as any subsequent amendments thereto, to contain the terms and conditions, that the President deems in the best interest of LSU.

- 4.B.2. Request from LSU Shreveport to Authorize a Change to Institutionally Funded Scholarships for First-Time Freshmen

Upon motion by Mr. Zuschlag, seconded by Mr. Mallett, the item was approved without objection.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby authorize the President of LSU or his designee to allow LSU Shreveport to change the scholarship at the highest level, Louisiana Scholarship, from a book allowance to a housing stipend applicable to the LSUS housing - Pilot's Pointe.

- 4.B.3. Request to Authorize the University to Enter Into a Contract for Full Insured LSU First Retiree Medicare Advantage Plan

Upon motion by Mr. Mallett, seconded by Ms. Aronson, the item was approved without objection.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize the President, or his designee, acting on behalf and in the name of the Board, and in consultation with general counsel, to execute an agreement with UnitedHealthcare as determined by a competitive bid and evaluation process, with all such agreements and documents as well as any subsequent amendments thereto, to contain the terms and conditions, that the President deems in the best interest of LSU.

- 4.B.4. Request to Authorize the University to Renew the Contract for Pharmacy Benefit Manager Services for the LSU First Health Plan

Upon motion by Mr. Mallett, seconded by Mr. Zuschlag, the item was approved without objection.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize the President, or his designee, acting on behalf and in the name of the Board, and in consultation with general counsel, to exercise the 24 month renewals of the agreement with MedImpact Healthcare System, Inc. as determined by a competitive bid and evaluation process, with all such agreements and documents

as well as any subsequent amendments thereto, to contain the terms and conditions, that the President deems in the best interest of LSU.

**4.C. Property & Facilities Committee**

Present for the Property & Facilities Committee were Mr. Brown, Ms. Aronson, Mr. Armentor, Ms. Jones, Mr. Mallett, and Mr. Temple.

**4.C.1. Request from LSU A&M to Approve a Consent to Financing for Delta Kappa Epsilon**

Upon motion by Ms. Aronson, seconded by Mr. Mallett, the item was approved without objection.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby authorizes the President of LSU or designee, acting on behalf and in the name of the Board, and in consultation with general counsel, to execute and deliver a Consent to Leasehold Mortgage related to financing being sought by Delta Kappa Epsilon and Zeta Zeta Alumni Association of Delta Kappa Epsilon, Inc., as required by the terms of the Ground Lease between LSU and Delta Kappa Epsilon and/or Zeta Zeta Alumni Association of Delta Kappa Epsilon, Inc., and to provide any other approvals, authorizations, or certifications necessary for the financing being sought.

**4.D. Affiliated Organization Oversight Committee**

Present for the Affiliated Organization Oversight Committee were Mr. Armentor, Mr. Morrow, Ms. Aronson, Mr. Brown, Mr. Temple, Ms. Werner, and Mr. Zuschlag.

**4.D.1. Request from Pennington Biomedical Research Center to Approve the Development Agreement with the Pennington Biomedical Research Foundation**

Upon motion by Mr. Brown, seconded by Mr. Morrow, the item was approved without objection.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors authorized the President to execute the Development Services Agreement with the Pennington Biomedical Research Foundation, as presented.

**BE IT FURTHER RESOLVED**, the President, in consultation with the General Counsel, may make refinements to the Development Services Agreement with the Pennington Biomedical Research Foundation as needed that are in the best interests of LSU and Pennington Biomedical Research Center prior to execution.

**4.E. Athletics Committee**

Present for the Athletics Committee were Ms. Werner, Mr. Temple, Mr. Blossman, Mr. Brown, Ms. Jones, Mr. Morrow, Mr. Starns, Mr. Williams, and Mr. Zuschlag.

**4.E.1. Request from LSU A&M to Approve Contract for Women's Basketball Head Coach**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes the President, or his designee, to sign the contract with Kimberly Mulkey as described in this item, and to include in such amendments any terms and conditions as he, in consultation with the General Counsel, deems to be in the best interests of LSU.



4.E.2. Request from LSU A&M to Amend Contract for Softball Head Coach

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes the President, or his designee, to sign the contract with Beth Torina as described in this item, and to include in such amendments any terms and conditions as he, in consultation with the General Counsel, deems to be in the best interests of LSU.

4.E.3. Request from LSU A&M to Approve Contract for Women's Golf Head Coach

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes the President, or his designee, to sign the contract with Garrett Runion as described in this item, and to include in such amendments any terms and conditions as he, in consultation with the General Counsel, deems to be in the best interests of LSU.

4.E.4. Request from LSU A&M to Approve Term Sheet for Head Baseball Coach

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the term sheet for Jay Johnson, and authorizes the President, or his designee, to continue negotiations toward a final contract to be approved by the Board of Supervisors.

4.E.5. Request from LSU A&M to Approve Contract for Assistant Coaches

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes the President, or his designee, to sign the contract with Dan Fitzgerald, Jason Kelly, Sytia Messer, and Brad Davis as described in this item, and to include in such amendments any terms and conditions as he, in consultation with the General Counsel, deems to be in the best interests of LSU.

Motion to approve Items 1 through 5 by Ms. Jones; seconded by Mr. Starns. Without objection, the motion passed.

**4.F. Audit Committee**

The Audit Committee convened at 8:30 a.m. in the Tiger Den Suites.

Present for the Audit Committee were Mr. Zuschlag, Mr. Blossman, Ms. Aronson, Mr. Brown, Mr. Mallett, and Mr. Williams.

Also present were President William Tate, Chief Auditor Chad Brackin, and General Counsel Winston DeCuir.

4.F.1. 4<sup>th</sup> Quarter Summary

Summary presented by Chad Brackin.

Upon motion by Mr. Blossman, seconded by Mr. Mallett, the item was approved without objection.

4.F.2. Investigative Matters

Mr. Zuschlag made a motion to enter executive session, and Blossman seconded. Without objection, the committee moved to executive session.

Committee exited executive session. Committee adjourned.

V. Reconvene Board Meeting

The regular meeting was called to order.

VI. Update from Office of Civil Rights and Title IX

Dr. Jane Cassidy provided a brief report.

VII. Consideration of Amendments to Bylaws and Regulations

Proposals presented by Mr. Starns.

7.A. **Consideration of Amendments to the Bylaws**

Motion by Mr. Dampf to amend the proposed bylaws to change the word “three” to “these” in the Risk Management Committee by Ms. Jones. Without opposition, the motion carries.

Mr. Starns called for a motion to withdraw proposed amendment for Section 1,L,2. Motion by Mr. Dampf, seconded by Ms. Werner. Without opposition, the motion carried.

7.B. **Consideration of Amendments to the Rules and Regulations**

Proposed amendment by Mr. Starns to include 20% increases in salary over a two-year period as required reporting. Motion to accept proposal by Mr. Dampf, seconded by Mr. Williams. without objection, the motion passes.

Motion by Mr. Williams, seconded by Ms. Jones, to adopt all proposed amendments. Discussion by the Board.

Question called, motion to end debate by Mr. Dampf, seconded by Mr. Mallett.

Roll call vote on the motion to end debate. With 10 yays and 3 nays, the motion passed.

Roll call vote for main motion to adopt all proposals as presented. With 11 yays and 2 nays, the motion passed.

VIII. Approval of Board Minutes of the June 18, 2021 Board Meeting

Upon motion by Mr. Zuschlag, seconded by Mr. Mallett, the Board voted unanimously to approve the minutes of the June 18, 2021 meeting.

IX. Approval of Personnel Actions

Upon motion by Ms. Jones, seconded by Mr. Mallett, the Board voted unanimously to approve the minutes of the June 18, 2021 meeting.

X. Reports to the Board

A. FY21 4<sup>th</sup> Quarter Consolidated Investment Report

Upon motion by Mr. Mallett, seconded by Ms. Aguilera, the Board voted unanimously to approve the report.

XI. Reports from Council of Staff Advisors and Council of Faculty Advisors

Report for Faculty Advisors by Dr. Robinson.

A report was not submitted by the Staff Advisors.

XII. President's Report

President Tate' report included review of first thirty days and vision for the future of LSU.

XIII. Approval of Committee Reports

Upon motion by Mr. Mallett, seconded by Mr. Zuschlag, the Board voted unanimously to approve the committee recommendations.

XIV. Chair's Report

Chairman Dampf reported the next meeting is September 10, 2021.

XV. Adjournment

With no further business before the Board, the meeting was adjourned.



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## Board of Supervisors

### REPORTS TO THE BOARD

BOARD OF SUPERVISORS MEETING | SEPTEMBER 10, 2021

# **Louisiana State University**



**Semi-Annual Financial Report  
For Six-Month Period Ending June 30, 2021**

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**Finance & Administration**

August 13, 2021

To: William F. Tate IV  
LSU President

From: Donna K. Torres, CPA   
Interim Executive Vice President  
for Finance and Administration/CFO

Subject: Semi-Annual FY2021 Financial Report

President Tate,

The 2020-2021 fiscal year was completed within authorized budget authority. Ending the fiscal year within the authorized budget authority was the result of the dedication of LSU employees from the vice presidents, deans, and heads of budgetary units, to departmental personnel, and individual faculty and staff.

Due to the required submission date of the quarterly report, it should be noted that actual expenditure and revenue data presented in this report are preliminary. The data will be finalized once closing financial transactions are complete and the consolidated financial statements are audited by the Legislative Auditors.

Please let me know if we can provide any additional information about this report.

Attachment

C: Thomas Smith  
Helen Reaux

Unrestricted Operations		Actual Amount for each semi-annual period in 2020-2021		
	Adjusted Operating Budget	1st & 2nd Quarter	3rd & 4th Quarter	Cumulative Total
<b>Revenues</b>				
General Fund	107,546,191	62,735,277	44,810,914	107,546,191
Statutory Dedications	12,046,948	2,841,937	9,000,207	11,842,144
Interim Emergency Board	0	0	0	0
Interagency Transfers	7,764,963	3,866,429	3,865,824	7,732,253
Interagency Transfers - Federal Stimulus	0	0	0	0
Self Generated Revenues	460,316,716	402,145,907	51,832,313	453,978,221
Federal Funds	0	0	0	0
<b>Total Revenues</b>	<b>587,674,818</b>	<b>471,589,551</b>	<b>109,509,258</b>	<b>581,098,809</b>
<b>Expenditures by Object:</b>				
Salaries		130,001,057	140,097,586	270,098,644
Other Compensation		14,790,562	14,742,721	29,533,283
Related Benefits		54,514,517	62,225,063	116,739,580
Personal Services		<b>199,306,137</b>	<b>217,065,370</b>	<b>416,371,507</b>
Travel		44,190	75,781	119,971
Operating Services		11,846,221	6,639,427	18,485,648
Supplies		9,598,888	10,524,646	20,123,534
Operating Expenses		<b>21,489,299</b>	<b>17,239,854</b>	<b>38,729,153</b>
Professional Services		2,064,323	3,148,069	5,212,391
Other Charges		86,082,928	24,838,371	110,921,298
Debt Services		0	0	0
Interagency Transfers		927,859	0	927,859
Other Charges		<b>89,075,110</b>	<b>27,986,439</b>	<b>117,061,549</b>
General Acquisitions		2,201,539	6,272,894	8,474,433
Library Acquisitions		220,052	242,116	462,168
Major Repairs		0	0	0
Acquisitions and Major Repairs		<b>2,421,591</b>	<b>6,515,009</b>	<b>8,936,601</b>
<b>Total Expenditures</b>		<b>312,292,136</b>	<b>268,806,673</b>	<b>581,098,809</b>
<b>Expenditures by Function:</b>				
Instruction		100,747,939	110,541,052	211,288,992
Research		28,795,100	34,827,985	63,623,085
Public Service		2,289,601	3,191,552	5,481,153
Academic Support (Includes Library)		38,199,986	41,991,173	80,191,159
Academic Expenditures		<b>170,032,627</b>	<b>190,551,763</b>	<b>360,584,389</b>
Student Services		8,566,525	9,344,094	17,910,618
Institutional Support		18,541,572	20,381,924	38,923,496
Scholarships/Fellowships		91,171,103	22,807,382	113,978,484
Plant Operations/Maintenance		28,545,802	28,734,262	57,280,065
Hospital		0	0	0
Transfers out of agency		(4,565,492)	(3,012,752)	(7,578,244)
Athletics		0	0	0
Other		0	0	0
Non-Academic Expenditures		<b>142,259,510</b>	<b>78,254,910</b>	<b>220,514,420</b>
<b>Total Expenditures</b>		<b>312,292,136</b>	<b>268,806,673</b>	<b>581,098,809</b>



	Beginning Acct/Fund Balance	1st & 2nd Quarter Fund Balance	3rd & 4th Quarter Fund Balance
State Appropriations	0	0	0
Restricted Fees	23,049,920	46,048,886	36,391,234
Sales and Services of Educational Activities	12,949,594	14,548,040	14,137,193
Auxiliaries	16,397,050	31,582,048	3,728,078
Endowment Income	21,332,395	20,831,553	22,201,828
Grants and Contracts	(895,879)	10,704,690	1,355,313
Indirect Cost Recovered	37,140,046	38,746,798	44,462,888
Gifts	7,684,927	5,656,079	5,282,987
Federal Funds	0	0	0
Hospitals	0	0	0
All Other Sources	33,839,000	27,530,122	27,748,877
<b>TOTAL</b>	<b>151,497,053</b>	<b>195,648,217</b>	<b>155,308,398</b>

**Overview and Analysis of Campus Operations**

Revenues:

A budget amendment increasing Interagency Transfers by \$150,847 (Lab School Minimum Foundation Program funding) was processed per HB 516 Supplemental Appropriations. Also included in HB 516 were increases in Statutory Dedications for Lab School Education Excellence Fund (\$7,176) and the Fireman's Training Fund (\$122,957) and a \$20,500,000 increase in Self-generated budget authority. The increase in Self-generated budget authority was due to an increase in undergraduate, Law and Veterinary Medicine students and associated scholarship increases as well as revenue increases associated with the Laboratory School and cost recoveries from Grants & Contracts. The shortfall in Statutory Dedicated funding (\$204,804) is attributable to the Fireman's Training Fund revenues being less than the state Revenue Estimating Conference's estimate.

Expenditures:

The negative expenditure in the Transfer function is the Athletic Department transfer. This transfer is reflected as a negative expenditure due to the original source of the revenues being recorded in the Athletic Department and so not to "double count" the revenue as prescribed by Governmental Accounting Standards Board (GASB). Also included in the negative is the COVID Relief Fund Transfer (CRF) swap. These funds were carried forward as restricted funds in FY20 and transferred to unrestricted in FY21.

# Semi -Annual Overview of Restricted Operations

Campus: **Louisiana State University A&M**

Show Expenditures As Positive	Actual Amount for each Semi-Annual Period in FY 2020-2021						
	Acct/Fund Balance	1st & 2nd Quarter			3rd & 4th Quarter		
		Revenues	Expenses, Transfers, & ICR	Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance
<b>Revenues</b>							
Restricted State Appropriations	0	0	0	0	0	0	0
Restricted Fees	23,049,920	38,704,454	15,705,487	46,048,886	14,713,151	24,370,803	36,391,234
Sales & Svcs of Educ. Activ's	12,949,594	11,057,460	9,459,014	14,548,040	11,797,968	12,208,814	14,137,193
Auxiliaries (List)							0
1 - Athletic Department	(20,187,190)	38,922,272	60,553,909	(41,818,827)	59,992,571	51,932,872	(33,759,129)
2 - Golf Course	657,817	314,435	430,350	541,902	572,705	399,609	714,998
3 - Residential Life	4,048,817	51,894,200	29,066,531	26,876,485	9,956,708	36,745,645	87,548
4 - Lab School Cafeteria	360,401	124,726	209,399	275,728	328,394	254,944	349,178
5 - Copier Mgmt & Mailing Services	8,149,870	415,467	394,781	8,170,556	1,068,509	389,918	8,849,147
6 - University Stores	260,158	2,526,221	2,619,520	166,859	2,680,138	2,476,031	370,966
7 - Parking, Traffic & Transportation	3,471,430	7,897,986	5,149,441	6,219,975	4,645,328	7,174,417	3,690,886
8 - Student Health	2,132,726	9,678,304	4,384,953	7,426,076	1,387,058	5,072,430	3,740,704
9 - Student Media	1,036,191	911,893	465,739	1,482,345	168,815	585,516	1,065,644
10 - Auxiliary Services	6,097,284	1,814,433	921,715	6,990,002	1,371,349	1,417,030	6,944,321
11 - Union	10,369,548	7,387,016	2,505,618	15,250,946	1,781,063	5,358,195	11,673,814
12		0	0	0	0		0
13		0	0	0	0		0
14		0	0	0	0		0
15		0	0	0	0		0
Endowment Income	21,332,395	1,166,489	1,667,331	20,831,553	2,556,390	1,186,116	22,201,828
Grants and Contracts							
Federal	(18,961)	51,592,636	53,314,814	(1,741,140)	91,040,854	89,716,485	(416,770)
State and Local	(1,166,465)	25,901,195	19,457,455	5,277,275	15,083,139	19,479,950	880,463
Private	289,547	15,590,549	8,711,540	7,168,556	1,384,854	7,661,790	891,619
Indirect Cost Recovered	37,140,046	3,848,890	2,242,138	38,746,798	12,650,741	6,934,651	44,462,888
Gifts	7,684,927	9,341,348	11,370,196	5,656,079	12,895,741	13,268,834	5,282,987
Federal Funds		0	0	0	0		0
Hospitals							
Hospital - Commercial/Self-Pay		0	0	0	0		0
Physician Practice Plans		0	0	0	0		0
Medicare		0	0	0	0		0
Medicaid		0	0	0	0		0
Uncompensated Care Costs		0	0	0	0		0
Sponsored Grants and Contracts		0	0	0	0		0
Sales and Services Other		0	0	0	0		0
All Other Sources	33,839,000	3,023,484	9,332,362	27,530,122	10,420,173	10,201,418	27,748,877
<b>TOTAL</b>	<b>151,497,053</b>	<b>282,113,458</b>	<b>237,962,294</b>	<b>195,648,217</b>	<b>256,495,649</b>	<b>296,835,468</b>	<b>155,308,398</b>

## Report on Restricted Operations

**Auxiliaries:** The negative fund balance for Athletics is due to the impact of COVID-19 restrictions on sporting events.

**Federal Grants:** University must incur the expenses and seek reimbursement. Revenue is recognized after the expenses are incurred.

**Indirect Cost Recovered:** The fund balance is comprised of funds that are earmarked to be used as start-up funds for new faculty members, matching funds for grants, high cost maintenance expenses for research equipment or lab renovations, and other unexpected costs. The start up costs can range from \$100,000 for a researcher in Humanities and Social Sciences to \$500,000 for researchers in Engineering to amounts in excess of \$3 million for an internationally renowned researcher in the College of Science.



Office of the Vice President for Agriculture

**Date:** August 13, 2021

**To:** William Tate IV, President LSU System  
Louisiana State University

**From:** Lucien P. Laborde, Jr., Interim Vice President  
LSU Agricultural Center

**Subject:** FY 2020-2021 4th Quarter Budget Report

During the 2021 Regular Session of the Legislature, the LSU AgCenter received supplemental appropriations to the FY21 operating budget which included \$1.2 million for operating expenses (IT computer/technology/security updates and agricultural research equipment), \$600,000 for the National Estuarine Research Reserve Initiative (federal program match), \$500,000 to assist with 4-H camp renovations (hurricane and flood damages), and \$7,000,000 to fund facility improvements at Parker Coliseum.

The AgCenter appropriation for FY22 included an increase of \$3.6 million from the original version of the state budget (HB 1), which proposed a \$1.193 million reduction from the FY21 operating budget (excluding supplemental appropriations). This adjustment was a result of the original version of HB 1 which included \$3.25 million in cuts from the FY21 operating budget. The increased support in operational funds for FY22 are being utilized for continuation of existing research, extension, and teaching programs, merit increases, and offset of approximately \$350,000 in increased operational costs (retirement, insurance, and other associated required costs).

The AgCenter is tremendously appreciative for the support of the Governor, the Commissioner of Administration, and the legislature. This funding support is invaluable for providing the community extension programs and long-term agricultural research at the core of the AgCenter's mission.

Over the last few years, the AgCenter has made significant changes in the way programs are developed and delivered. The statewide staffing program for agricultural agents was moved from a parish-based model to a broader commodity-based system to meet clientele demands within existing resources. Throughout all functions, attention is being given to meet stakeholder needs, recruit students in agricultural disciplines for 4-H programs and for the College of Agriculture, expand rural economic development initiatives and develop expanded opportunities for sustainable agricultural production.

With all of this in mind, the AgCenter has the following priorities for the coming year:

- Continue to maintain an appropriate extension presence in parishes, both in-person and virtually.
- Continue to refine the commodity-based staffing plan for agricultural agents and develop supportive training strategies and web-based material.
- Examine 4-H programs to effectively increase the overall program offerings and participation with an expanded use of technology for remote learning opportunities.
- Provide a critical mass of faculty at stations and in academic departments, including support for adequate faculty to teach in the College of Agriculture.
- Provide research and extension faculty to support Louisiana's principal agricultural commodities and emerging areas.
- Provide adequate staff, operating support and infrastructure to support faculty programs.

- Capitalize on major grant-funded nutrition initiatives by maintaining adequate faculty to conduct general nutrition education.

The AgCenter has identified the following as critical needs in addition to existing core areas:

- 4-H career readiness and workforce preparation skills
- Rural economic development initiatives
- Water quality and quantity issues
- Food safety from farm to table, food security
- Rural connectivity/broadband
- Food innovation to promote Louisiana food products and entrepreneurship, as well as develop functional foods
- Development and use of advanced technologies such as UAV and GIS as monitoring tools for diseases and pests in crops
- Clientele training on digital media and presentation of information
- Nutrition education, with a primary focus on reducing obesity

The AgCenter receives the majority of operational funds through three primary sources:

1. Federal capacity funds,
2. State appropriations, and
3. Local Governments/Council/Police Jury/School Board

The AgCenter's primary source of funding is through the state's appropriation. In addition to the state appropriation, a federal appropriation is received which has been fairly stable, although this could change with pressures at the federal level. Support from local governments has also been stable in previous years, but declining revenues collected by local governments statewide are continuing to threaten this stability. Louisiana agricultural producers provide funds through check-off programs that directly support programs and research initiatives, and the AgCenter also receives funds from technology transfer (intellectual property) and oil and gas royalties, most of which have been directly supporting salaries and support for extension and research faculty.

To date, the AgCenter has received zero funding to support COVID-19 related costs, offset lost revenue from cancelled events, mitigate direct costs of moving functions statewide to remote work locations or the purchase of sanitization and Personal Protective Equipment (PPE).

The AgCenter is continuing to invest funds for information technology needs to replace significantly outdated computers, provide software for ADA compliance, improve connectivity at statewide parish offices and research stations, provide training for faculty and staff on new technology that is essential to remaining in contact with stakeholders and updating security plans to combat increased risks to institutional information.

Thank you for the opportunity to describe the AgCenter's budget priorities and needs and for the ongoing support you have provided for our programs.

Sincerely,



Lucien P. Laborde, Jr., Ph. D.  
Interim Vice President for Agriculture  
Interim Dean of the College of Agriculture

cc: Lori Parker  
Hampton Grunewald

**Appendix A**  
**Semi-Annual Revenues and Expenditures Executive Summary**

<b>Unrestricted Operations</b>		Actual Amount for each semi-annual period in 2020-2021		
	Adjusted Operating Budget	1st & 2nd Quarter	3rd & 4th Quarter	Cumulative Total
<b>Revenues</b>				
General Fund	80,639,997	41,391,785	39,248,212	80,639,997
Statutory Dedications	3,768,272	1,670,055	2,098,217	3,768,272
Interim Emergency Board	0	0	0	0
Interagency Transfers	0	0	0	0
Interagency Transfers - Federal Stimulus	0	0	0	0
Self Generated Revenues	6,807,967	1,738,834	1,798,079	3,536,912
Federal Funds	13,018,275	1,306,318	9,980,466	11,286,783
<b>Total Revenues</b>	<b>104,234,511</b>	<b>46,106,991</b>	<b>53,124,973</b>	<b>99,231,965</b>
<b>Expenditures by Object:</b>				
Salaries		21,424,159	23,494,516	44,918,675
Other Compensation		1,526,307	1,535,584	3,061,891
Related Benefits		14,817,810	13,274,130	28,091,940
Personal Services		<b>37,768,276</b>	<b>38,304,230</b>	<b>76,072,506</b>
Travel		132,262	329,634	461,896
Operating Services		4,215,857	4,063,782	8,279,639
Supplies		859,772	2,801,928	3,661,700
Operating Expenses		<b>5,207,892</b>	<b>7,195,344</b>	<b>12,403,236</b>
Professional Services		100,291	403,744	504,035
Other Charges		41,737	8,856,437	8,898,174
Debt Services		0	0	0
Interagency Transfers		0	0	0
Other Charges		<b>142,027</b>	<b>9,260,181</b>	<b>9,402,209</b>
General Acquisitions		252,740	1,101,275	1,354,015
Library Acquisitions		0	0	0
Major Repairs		0	0	0
Acquisitions and Major Repairs		<b>252,740</b>	<b>1,101,275</b>	<b>1,354,015</b>
<b>Total Expenditures</b>		<b>43,370,935</b>	<b>55,861,031</b>	<b>99,231,965</b>
<b>Expenditures by Function:</b>				
Instruction		11,592	(11,592)	0
Research		12,503,091	14,676,994	27,180,085
Public Service		9,281,923	11,861,034	21,142,957
Academic Support (Includes Library)		1,363,050	1,593,847	2,956,897
Academic Expenditures		<b>23,159,656</b>	<b>28,120,283</b>	<b>51,279,939</b>
Student Services		0	0	0
Institutional Support		18,005,146	25,634,994	43,640,139
Scholarships/Fellowships		0	0	0
Plant Operations/Maintenance		2,145,590	2,172,566	4,318,156
Hospital		0	0	0
Transfers out of agency		60,544	(66,813)	(6,269)
Athletics		0	0	0
Other		0	0	0
Non-Academic Expenditures		<b>20,211,279</b>	<b>27,740,748</b>	<b>47,952,027</b>
<b>Total Expenditures</b>		<b>43,370,935</b>	<b>55,861,031</b>	<b>99,231,965</b>

	<b>Beginning Acct/Fund Balance</b>	<b>1st &amp; 2nd Quarter Fund Balance</b>	<b>3rd &amp; 4th Quarter Fund Balance</b>
State Appropriations	0	0	0
Restricted Fees	0	(1,726)	0
Sales and Services of Educational Activities	2,896,738	2,765,983	3,273,568
Auxiliaries	0	0	0
Endowment Income	746,628	(126,644)	(52,405)
Grants and Contracts	2,759,388	7,586,757	3,301,621
Indirect Cost Recovered	129,211	127,577	125,127
Gifts	4,534,025	4,815,677	5,231,860
Federal Funds	0	0	0
Hospitals	0	0	0
All Other Sources	15,039,183	13,554,062	17,024,673
<b>TOTAL</b>	<b>26,105,172</b>	<b>28,721,687</b>	<b>28,904,444</b>

**Overview and Analysis of Campus Operations**

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# Semi -Annual Overview of Restricted Operations

Campus: *LSU AgCenter*

Show Expenditures As Positive	Actual Amount for each Semi-Annual Period in FY 2020-2021						
	Acct/Fund Balance	1st & 2nd Quarter			3rd & 4th Quarter		
		Revenues	Expenses, Transfers, & ICR	Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance
<b>Revenues</b>							
Restricted State Appropriations		0		0	0		0
Restricted Fees		0	1,726	(1,726)	0	(1,726)	0
Sales & Svcs of Educ. Activ's	2,896,738	545,714	676,468	2,765,983	1,054,251	546,667	3,273,568
Auxiliaries (List)							0
1		0		0	0		0
2		0		0	0		0
3		0		0	0		0
4		0		0	0		0
5		0		0	0		0
6		0		0	0		0
7		0		0	0		0
8		0		0	0		0
9		0		0	0		0
10		0		0	0		0
11		0		0	0		0
12		0		0	0		0
13		0		0	0		0
14		0		0	0		0
15		0		0	0		0
Endowment Income	746,628	(796,266)	77,005	(126,644)	133,070	58,831	(52,405)
Grants and Contracts							
Federal	(45,422)	3,351,720	3,280,039	26,259	3,998,450	4,074,558	(49,849)
State and Local	1,607,485	8,664,810	6,121,398	4,150,896	6,242,448	8,278,541	2,114,802
Private	1,197,326	4,433,029	2,220,752	3,409,602	332,913	2,505,848	1,236,667
Indirect Cost Recovered	129,211	0	1,633	127,577	0	2,450	125,127
Gifts	4,534,025	1,513,675	1,232,023	4,815,677	1,554,642	1,138,459	5,231,860
Federal Funds		0		0	0		0
Hospitals							
Hospital - Commercial/Self-Pay		0		0	0		0
Physician Practice Plans		0		0	0		0
Medicare		0		0	0		0
Medicaid		0		0	0		0
Uncompensated Care Costs		0		0	0		0
Sponsored Grants and Contracts		0		0	0		0
Sales and Services Other		0		0	0		0
All Other Sources	15,039,183	7,371,959	8,857,080	13,554,062	5,956,408	2,485,798	17,024,673
<b>TOTAL</b>	<b>26,105,172</b>	<b>25,084,640</b>	<b>22,468,126</b>	<b>28,721,687</b>	<b>19,272,182</b>	<b>19,089,426</b>	<b>28,904,444</b>

## Report on Restricted Operations

## **Semi-Annual Budget Summary Narrative**

**For the Period Ending June 30, 2021**

### **Revenues**

Unrestricted Revenues were received as anticipated. Pennington Biomedical received an additional appropriation of \$1.6M in the 2021 regular legislative session to help cope with the fiscal effects of the COVID-19 pandemic. Restricted revenues in the form of gifts, grants and contracts were received at expected levels. All other collections are within expected levels.

The Pennington Biomedical Research Center Stores Auxiliary was able to sustain a positive fund balance by the end of the fiscal year. We continue to closely monitor the Stores to ensure its operations remain viable.

### **Expenditures**

Unrestricted expenditures have tracked within budget. Restricted funds expenditures are within expected parameters. There are no unexpected or material variances in relation to the budget. Overall, expenditure budgets are in line with expected expenditures for FY 2021.



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John P. Kirwan, Ph.D.  
Executive Director



Unrestricted Operations		Actual Amount for each semi-annual period in 2020-2021		
	Adjusted Operating Budget	1st & 2nd Quarter	3rd & 4th Quarter	Cumulative Total
<b>Revenues</b>				
General Fund	21,410,797	10,961,060	10,449,737	21,410,797
Statutory Dedications	80,408	30,888	49,520	80,408
Interim Emergency Board	0	0	0	0
Interagency Transfers	0	0	0	0
Interagency Transfers - Federal Stimulus	0	0	0	0
Self Generated Revenues	845,561	62,149	783,412	845,561
Federal Funds	0	0	0	0
<b>Total Revenues</b>	<b>22,336,766</b>	<b>11,054,097</b>	<b>11,282,669</b>	<b>22,336,766</b>
<b>Expenditures by Object:</b>				
Salaries		5,617,226	8,332,272	13,949,498
Other Compensation		520,478	651,848	1,172,326
Related Benefits		2,410,732	3,490,352	5,901,084
Personal Services		<b>8,548,437</b>	<b>12,474,472</b>	<b>21,022,908</b>
Travel		(252)	5,567	5,315
Operating Services		288,174	(479,411)	(191,237)
Supplies		652,149	836,717	1,488,866
Operating Expenses		<b>940,071</b>	<b>362,873</b>	<b>1,302,944</b>
Professional Services		9,008	10,101	19,109
Other Charges		6,336	6,943	13,279
Debt Services		0	0	0
Interagency Transfers		(50,000)	0	(50,000)
Other Charges		(34,656)	17,044	(17,612)
General Acquisitions		0	0	0
Library Acquisitions		0	0	0
Major Repairs		12,656	15,870	28,526
Acquisitions and Major Repairs		<b>12,656</b>	<b>15,870</b>	<b>28,526</b>
<b>Total Expenditures</b>		<b>9,466,508</b>	<b>12,870,258</b>	<b>22,336,766</b>
<b>Expenditures by Function:</b>				
Instruction		0	0	0
Research		2,651,298	3,806,174	6,457,471
Public Service		67,393	99,682	167,074
Academic Support (Includes Library)		3,027,599	2,587,976	5,615,575
Academic Expenditures		<b>5,746,289</b>	<b>6,493,831</b>	<b>12,240,121</b>
Student Services		0	0	0
Institutional Support		1,449,647	4,546,651	5,996,299
Scholarships/Fellowships		0	0	0
Plant Operations/Maintenance		2,269,059	1,831,288	4,100,347
Hospital		0	0	0
Transfers out of agency		1,512	(1,512)	0
Athletics		0	0	0
Other		0	0	0
Non-Academic Expenditures		<b>3,720,219</b>	<b>6,376,427</b>	<b>10,096,646</b>
<b>Total Expenditures</b>		<b>9,466,508</b>	<b>12,870,259</b>	<b>22,336,766</b>

	<b>Beginning Acct/Fund Balance</b>	<b>1st &amp; 2nd Quarter Fund Balance</b>	<b>3rd &amp; 4th Quarter Fund Balance</b>
State Appropriations	0	0	0
Restricted Fees	0	0	0
Sales and Services of Educational Activities	109,989	195,168	270,837
Auxiliaries	0	(44,994)	430
Endowment Income	0	0	0
Grants and Contracts	2,336,482	2,565,080	1,243,513
Indirect Cost Recovered	745,282	285,582	2,468,045
Gifts	600,641	881,466	610,712
Federal Funds	0	0	0
Hospitals	0	0	0
All Other Sources	840,927	103,656	200,401
<b>TOTAL</b>	<b>4,633,321</b>	<b>3,985,958</b>	<b>4,793,937</b>

**Overview and Analysis of Campus Operations**

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**Semi -Annual Overview of Restricted Operations**

Campus: *Pennington Biomedical Research Center*

Show Expenditures As Positive	Actual Amount for each Semi-Annual Period in FY 2020-2021						
	Acct/Fund Balance	1st & 2nd Quarter			3rd & 4th Quarter		
		Revenues	Expenses, Transfers, & ICR	Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance
<b>Revenues</b>							
Restricted State Appropriations		0		0	0		0
Restricted Fees		0		0	0		0
Sales & Svcs of Educ. Activ's	109,989	208,034	122,855	195,168	242,213	166,544	270,837
Auxiliaries (List)	0	589,691	634,685	(44,994)	770,945	725,521	430
1		0		0	0		0
2		0		0	0		0
3		0		0	0		0
4		0		0	0		0
5		0		0	0		0
6		0		0	0		0
7		0		0	0		0
8		0		0	0		0
9		0		0	0		0
10		0		0	0		0
11		0		0	0		0
12		0		0	0		0
13		0		0	0		0
14		0		0	0		0
15		0		0	0		0
Endowment Income		0		0	0		0
Grants and Contracts							
Federal	9,826	9,877,027	10,054,693	(167,840)	12,380,822	12,832,722	(619,740)
State and Local	949,276	590,560	867,004	672,832	674,297	1,016,764	330,365
Private	1,377,380	4,264,921	3,582,213	2,060,088	4,550,004	5,077,204	1,532,888
Indirect Cost Recovered	745,282	3,666,507	4,126,207	285,582	3,836,201	1,653,738	2,468,045
Gifts	600,641	1,121,460	840,635	881,466	650,825	921,580	610,712
Federal Funds		0		0	0		0
Hospitals							
Hospital - Commercial/Self-Pay		0		0	0		0
Physician Practice Plans		0		0	0		0
Medicare		0		0	0		0
Medicaid		0		0	0		0
Uncompensated Care Costs		0		0	0		0
Sponsored Grants and Contracts		0		0	0		0
Sales and Services Other		0		0	0		0
All Other Sources	840,927	0	737,271	103,656	192,469	95,724	200,401
<b>TOTAL</b>	<b>4,633,321</b>	<b>20,318,200</b>	<b>20,965,563</b>	<b>3,985,958</b>	<b>23,297,776</b>	<b>22,489,797</b>	<b>4,793,937</b>

**Report on Restricted Operations**

**Louisiana State University of Alexandria**  
**Semi-Annual Financial Report Narrative**

*Overview and Analysis of Campus Operations:*

FY21 ended as anticipated. Year-end balance projections set in January were directly on target. With enrollment up in all semesters, revenue greatly exceeded projections. This allowed for several positions to be filled mid-year and several other needed positions to be created. Funds were also allocated to facility related and deferred maintenance items. Outside of addressing key needs, the additional unallocated revenue was not pushed back in to department budgets. This allowed for expenditures to be covered in many restricted and auxiliary accounts with negative balances.

The university also continued with priorities that were set at the beginning of the year in enrollment and retention efforts. Several internal structural and leadership changes were made to better align staffing and resources and to position the institution for additional enrollment growth - both on-campus and online.

From solely a financial standpoint, fiscal year 2020 was the best year in well over 12 years; however, "best" is relative. While much progress was made, much more is needed before the university can be considered in good shape financially.

*Report on Restricted Operations:*

With only a \$231,982 decline from the start of the year -- with 2,576,000 transferred out of restricted as CRF funds from FY20 -- shows a significant increase in year-end balances. As mentioned on the unrestricted report, progress was made on several key accounts. The Athletics Auxiliary balance, which has been a priority over the past two years, ended the year under \$360,000 in debt for the first time in over 5 years. Additionally, the Child Care Center and Continuing Education both went from being in the red to start the year, to in the black at close out. All of these changes were as planned when revenue estimates in January were higher than expected. While there remain challenges, overall restricted operations made a positive step forward in FY21.

**Appendix A  
Semi-Annual Revenues and Expenditures Executive Summary**

<b>Unrestricted Operations</b>		<b>Actual Amount for each semi-annual period in 2020-2021</b>		
	<b>Adjusted Operating Budget</b>	<b>1st &amp; 2nd Quarter</b>	<b>3rd &amp; 4th Quarter</b>	<b>Cumulative Total</b>
<b>Revenues</b>				
General Fund	2,463,950	1,437,303	1,026,647	2,463,950
Statutory Dedications	229,070	87,995	141,075	229,070
Interim Emergency Board	0	0	0	0
Interagency Transfers	0	0	0	0
Interagency Transfers - Federal Stimulus	0	0	0	0
Self Generated Revenues	19,293,321	16,427,116	3,047,633	19,474,749
Federal Funds	0	0	0	0
<b>Total Revenues</b>	<b>21,986,341</b>	<b>17,952,414</b>	<b>4,215,355</b>	<b>22,167,769</b>
<b>Expenditures by Object:</b>				
Salaries		5,436,872	4,833,301	10,270,173
Other Compensation		85,973	92,615	178,588
Related Benefits		2,816,894	3,155,020	5,971,914
Personal Services		<b>8,339,739</b>	<b>8,080,936</b>	<b>16,420,675</b>
Travel		9,933	18,174	28,107
Operating Services		867,277	1,426,403	2,293,680
Supplies		298,424	542,131	840,555
Operating Expenses		<b>1,175,634</b>	<b>1,986,708</b>	<b>3,162,342</b>
Professional Services		368,110	1,506,155	1,874,265
Other Charges		(1,723,041)	2,235,991	512,950
Debt Services		0	0	0
Interagency Transfers		0	0	0
Other Charges		<b>(1,354,931)</b>	<b>3,742,146</b>	<b>2,387,215</b>
General Acquisitions		44,960	152,461	197,421
Library Acquisitions		117	0	117
Major Repairs		0	0	0
Acquisitions and Major Repairs		<b>45,077</b>	<b>152,461</b>	<b>197,538</b>
<b>Total Expenditures</b>		<b>8,205,518</b>	<b>13,962,251</b>	<b>22,167,769</b>
<b>Expenditures by Function:</b>				
Instruction		3,544,429	4,122,333	7,666,762
Research		0	0	0
Public Service		0	0	0
Academic Support (Includes Library)		560,063	468,219	1,028,282
Academic Expenditures		<b>4,104,492</b>	<b>4,590,552</b>	<b>8,695,044</b>
Student Services		596,285	846,947	1,443,232
Institutional Support		3,926,373	4,560,670	8,487,043
Scholarships/Fellowships		832,462	825,411	1,657,873
Plant Operations/Maintenance		1,322,207	1,759,436	3,081,643
Hospital		0	0	0
Transfers out of agency		(2,576,300)	1,379,235	(1,197,065)
Athletics		0	0	0
Other		0	0	0
Non-Academic Expenditures		<b>4,101,027</b>	<b>9,371,699</b>	<b>13,472,726</b>
<b>Total Expenditures</b>		<b>8,205,518</b>	<b>13,962,251</b>	<b>22,167,769</b>

	<b>Beginning Acct/Fund Balance</b>	<b>1st &amp; 2nd Quarter Fund Balance</b>	<b>3rd &amp; 4th Quarter Fund Balance</b>
State Appropriations	0	0	0
Restricted Fees	3,081,338	3,910,642	4,409,937
Sales and Services of Educational Activities	376,813	362,462	379,794
Auxiliaries	1,868,724	2,599,512	2,817,952
Endowment Income	811,144	807,149	1,070,695
Grants and Contracts	(51,369)	154,612	(178,972)
Indirect Cost Recovered	14,369	14,470	16,638
Gifts	156,047	128,526	219,562
Federal Funds	0	0	0
Hospitals	0	0	0
All Other Sources	2,667,088	(48,208)	(43,436)
<b>TOTAL</b>	<b>8,924,152</b>	<b>7,929,165</b>	<b>8,692,170</b>

**Overview and Analysis of Campus Operations**

FY21 ended as anticipated. Year-end balance projections set in January were directly on target. With enrollment up in all semesters, revenue greatly exceeded projections. This allowed for several positions to be filled mid-year and several other needed positions to be created. Funds were also allocated to facility related and deferred maintenance items. Outside of addressing key needs, the additional unallocated revenue was not pushed back in to department budgets. This allowed for expenditures to be covered in many restricted and auxiliary accounts with negative balances.

The university also continued with priorities that were set at the beginning of the year in enrollment and retention efforts. Several internal structural and leadership changes were made to better align staffing and resources and to position the institution for additional enrollment growth - both on-campus and online.

From solely a financial standpoint, fiscal year 2020 was the best year in well over 12 years; however, "best" is relative. While much progress was made, much more is needed before the university can be considered in good shape financially.

# Semi -Annual Overview of Restricted Operations

Campus: *LSU of Alexandria*

Show Expenditures As Positive	Actual Amount for each Semi-Annual Period in FY 2020-2021						
	Acct/Fund Balance	1st & 2nd Quarter			3rd & 4th Quarter		
		Revenues	Expenses, Transfers, & ICR	Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance
<b>Revenues</b>							
Restricted State Appropriations		0		0	0		0
Restricted Fees	3,081,338	1,362,676	533,372	3,910,642	572,104	72,809	4,409,937
Sales & Svcs of Educ. Activ's	376,813	2,275	16,626	362,462	4,423	(12,909)	379,794
Auxiliaries (List)							0
1 - Athletic Department	(761,954)	963,342	441,951	(240,563)	437,887	551,675	(354,351)
2 - Bookstore	1,025,582	63,206	(452)	1,089,240	55,457	1,312	1,143,385
3 - Child Care Center	(113,916)	95,062	90,357	(109,211)	225,657	116,133	313
4 - Campus Housing	41,779	82,139	66,262	57,656	75,130	86,078	46,708
5 - Campus Card Operations	520	388	8,602	(7,694)	9,676	(579)	2,561
6 - Duplications & Copy	17,285	6,661	58,928	(34,982)	115,783	53,590	27,211
7 - Golf Course	(53,813)	25,716	48,185	(76,282)	109,934	43,572	(9,920)
8 - Museum	20,934	125,000	130,482	15,452	225,146	172,841	67,757
9 - Newspaper	26,828	3,072	0	29,900	300	2,414	27,786
10 - Parking, Street & Safety	834,458	80,144	2,494	912,108	21,182	0	933,290
11 - Union	762,769	338,274	205,405	895,638	66,376	97,723	864,291
12 - Yearbook	68,252	(2)	0	68,250	671	0	68,921
13		0		0	0		0
14		0		0	0		0
15		0		0	0		0
Endowment Income	811,144	26,696	30,691	807,149	302,977	39,431	1,070,695
Grants and Contracts							
Federal	172	3,773,292	3,794,081	(20,617)	6,263,125	6,243,628	(1,120)
State and Local	(65,041)	321,335	221,492	34,802	30,688	142,016	(76,526)
Private	13,500	164,179	37,252	140,427	(235,195)	6,558	(101,326)
Indirect Cost Recovered	14,369	101		14,470	2,168		16,638
Gifts	156,047	292,620	320,141	128,526	497,390	406,354	219,562
Federal Funds		0		0	0		0
Hospitals							
Hospital - Commercial/Self-Pay		0		0	0		0
Physician Practice Plans		0		0	0		0
Medicare		0		0	0		0
Medicaid		0		0	0		0
Uncompensated Care Costs		0		0	0		0
Sponsored Grants and Contracts		0		0	0		0
Sales and Services Other		0		0	0		0
All Other Sources	2,667,088	(138,996)	2,576,300	(48,208)	4,772		(43,436)
<b>TOTAL</b>	<b>8,924,152</b>	<b>7,587,180</b>	<b>8,582,169</b>	<b>7,929,165</b>	<b>8,785,651</b>	<b>8,022,646</b>	<b>8,692,170</b>

## Report on Restricted Operations

With only a \$231,982 decline from the start of the year -- with 2,576,000 transferred out of restricted as CRF funds from FY20 -- shows a significant increase in year-end balances. As mentioned on the unrestricted report, progress was made on several key accounts. The Athletics Auxiliary balance, which has been a priority over the past two years, ended the year under \$360,000 in debt for the first time in over 5 years. Additionally, the Child Care Center and Continuing Education both went from being in the red to start the year, to in the black at close out. All of these changes were as planned when revenue estimates in January were higher than expected. While there remain challenges, overall restricted operations made a positive step forward in FY21.

**LOUISIANA STATE UNIVERSITY EUNICE**  
**FY 2021-22**  
**BUDGET NARRATIVE**

LSU Eunice's unrestricted budget for FY 2021-22 is \$15,821,376 and represents a 26% increase of \$3,277,879 from the 2020-21 fiscal year. LSUE serves an annual student enrollment of over 6,000 students (over 3100 unduplicated headcount in Fall 2020) and relies on self-generated revenue (67%) and state of Louisiana appropriations (33%) to operate. FY 20-21 saw enrollment growth in the fall, spring and summer terms over FY 19-20 (over 5%)

**FY 2021-22 priorities:**

LSUE is historically underfunded and under-resourced as compared to the two-year colleges in Louisiana. Notwithstanding, LSUE will continue to build on the substantial progress that occurred in 2020-21 to ensure that we are a student-centered organization, valuing diversity, inclusion and equity that is laser focused on providing the education and training needed for transfer and the workforce needs of the region and the state.

Priorities are:

- Ensure a safe and healthy environment for teaching and learning;
- Complete a dynamic strategic plan to drive all aspects of the LSUE enterprise and align with LSU system planning and goals;
- Decrease the equity gaps in first generation student achievement and completion;
- Decrease the equity gaps in staff and faculty pay to attract and retain highly qualified employees;
- Three expansion and construction priorities which are essential to campus growth:
  - STEAM (Science, Technology, Engineering, Agriculture and Mathematics) Innovation Center.
  - Student housing
  - Modern athletic facilities;
- Expansion in Academic and Workforce Education Programs
  - Allied Health Programs, to include Nursing, Surgical Technology and Respiratory Therapy with Ochsner Lafayette General Hospitals and partnerships with LSUA and Alexandria area hospitals
  - Expansion of Business and Technology and Fire, Emergency and Protection Services
  - Agriculture
  - Industry Based Credentials.



**Appendix A**  
**Semi-Annual Revenues and Expenditures Executive Summary**

<b>Unrestricted Operations</b>		Actual Amount for each semi-annual period in 2020-2021		
	Adjusted Operating Budget	1st & 2nd Quarter	3rd & 4th Quarter	Cumulative Total
<b>Revenues</b>				
General Fund	1,701,905	992,778	709,127	1,701,905
Statutory Dedications	213,209	81,902	131,307	213,209
Interim Emergency Board	0	0	0	0
Interagency Transfers	0	0	0	0
Interagency Transfers - Federal Stimulus	0	0	0	0
Self Generated Revenues	10,628,383	9,353,830	679,633	10,033,463
Federal Funds	0	0	0	0
<b>Total Revenues</b>	<b>12,543,497</b>	<b>10,428,511</b>	<b>1,520,067</b>	<b>11,948,577</b>
<b>Expenditures by Object:</b>				
Salaries		3,809,512	4,005,941	7,815,453
Other Compensation		34,039	51,412	85,450
Related Benefits		1,964,279	2,211,161	4,175,439
Personal Services		<b>5,807,830</b>	<b>6,268,513</b>	<b>12,076,343</b>
Travel		13,064	20,861	33,926
Operating Services		1,035,063	224,939	1,260,002
Supplies		466,443	117,764	584,207
Operating Expenses		<b>1,514,570</b>	<b>363,564</b>	<b>1,878,135</b>
Professional Services		7,479	30,224	37,702
Other Charges		(2,445,230)	366,720	(2,078,510)
Debt Services		0	0	0
Interagency Transfers		0	0	0
Other Charges		<b>(2,437,751)</b>	<b>396,944</b>	<b>(2,040,808)</b>
General Acquisitions		3,356	31,552	34,908
Library Acquisitions		0	0	0
Major Repairs		0	0	0
Acquisitions and Major Repairs		<b>3,356</b>	<b>31,552</b>	<b>34,908</b>
<b>Total Expenditures</b>		<b>4,888,004</b>	<b>7,060,573</b>	<b>11,948,577</b>
<b>Expenditures by Function:</b>				
Instruction		2,452,519	2,494,022	4,946,540
Research		0	0	0
Public Service		0	0	0
Academic Support (Includes Library)		235,909	197,934	433,843
Academic Expenditures		<b>2,688,428</b>	<b>2,691,956</b>	<b>5,380,383</b>
Student Services		431,942	460,464	892,406
Institutional Support		3,292,554	2,469,027	5,761,581
Scholarships/Fellowships		596,833	577,523	1,174,356
Plant Operations/Maintenance		933,237	823,817	1,757,054
Hospital		0	0	0
Transfers out of agency		0	0	0
Athletics		0	0	0
Other		(3,054,990)	37,787	(3,017,203)
Non-Academic Expenditures		<b>2,199,576</b>	<b>4,368,618</b>	<b>6,568,194</b>
<b>Total Expenditures</b>		<b>4,888,004</b>	<b>7,060,573</b>	<b>11,948,577</b>

	<b>Beginning Acct/Fund Balance</b>	<b>1st &amp; 2nd Quarter Fund Balance</b>	<b>3rd &amp; 4th Quarter Fund Balance</b>
State Appropriations	0	0	0
Restricted Fees	587,876	1,190,329	1,103,257
Sales and Services of Educational Activities	0	(107)	0
Auxiliaries	15,040	1,397,856	590,150
Endowment Income	99,010	95,984	142,986
Grants and Contracts	5,703	132,575	5,703
Indirect Cost Recovered	0	0	0
Gifts	(37,647)	(55,727)	96,524
Federal Funds	0	0	0
Hospitals	0	0	0
All Other Sources	1,823,610	65,445	82,485
<b>TOTAL</b>	<b>2,493,591</b>	<b>2,826,354</b>	<b>2,021,105</b>

**Overview and Analysis of Campus Operations**

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# Semi -Annual Overview of Restricted Operations

Campus: *LSU Eunice*

Show Expenditures As Positive	Actual Amount for each Semi-Annual Period in FY 2020-2021						
	Acct/Fund Balance	1st & 2nd Quarter			3rd & 4th Quarter		
		Revenues	Expenses, Transfers, & ICR	Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance
<b>Revenues</b>							
Restricted State Appropriations				0	0		0
Restricted Fees	587,876	775,503	173,050	1,190,329	2,720	89,792	1,103,257
Sales & Svcs of Educ. Activ's	0	0	107	(107)	0	(107)	0
Auxiliaries (List)							0
1 Bookstore	219,453	811,806	800,581	230,678	666,788	595,977	301,490
2 Union	222,607	185,157	12,341	395,424	41,358	34,597	402,185
3 Athletics	(649,339)	873,570	345,173	(120,941)	99,270	632,532	(654,203)
4 Media	60,772	7,278	1,167	66,883	1,162	3,430	64,615
5 Housing	161,547	1,100,044	435,779	825,812	118,342	468,090	476,064
6		0		0	0		0
7		0		0	0		0
8		0		0	0		0
9		0		0	0		0
10		0		0	0		0
11		0		0	0		0
12		0		0	0		0
13		0		0	0		0
14		0		0	0		0
15		0		0	0		0
Endowment Income	99,010	1,198	4,223	95,984	51,458	4,455	142,986
Grants and Contracts							
Federal		3,346,417	3,498,061	(151,644)	5,377,946	5,226,302	0
State and Local	7	405,835	127,320	278,523	3,700	282,215	7
Private	5,696	0		5,696	0		5,696
Indirect Cost Recovered		0		0	0		0
Gifts	(37,647)	180,968	199,048	(55,727)	223,690	71,439	96,524
Federal Funds		0		0	0		0
Hospitals							
Hospital - Commercial/Self-Pay		0		0	0		0
Physician Practice Plans		0		0	0		0
Medicare		0		0	0		0
Medicaid		0		0	0		0
Uncompensated Care Costs		0		0	0		0
Sponsored Grants and Contracts		0		0	0		0
Sales and Services Other		0		0	0		0
All Other Sources	1,823,610	0	1,758,165	65,445	17,040		82,485
<b>TOTAL</b>	<b>2,493,591</b>	<b>7,687,777</b>	<b>7,355,014</b>	<b>2,826,354</b>	<b>6,603,473</b>	<b>7,408,722</b>	<b>2,021,105</b>

## Report on Restricted Operations



August 12, 2021

Dr. William F. Tate, IV  
President  
Louisiana State University  
3810 West Lakeshore Drive  
Baton Rouge, LA 70808

Subject: Fiscal Year 2021 Budget – Year End Report

Dear Dr. Tate:

I am pleased to say that LSUS had a successful Spring 2021 semester to end the academic year. Despite COVID-19 disruptions, LSUS continued to hold socially distanced face to face classes, hyflex classes and fully online classes. Each Spring for the last 4 years, LSUS' Spring enrollment has exceeded the previous Fall enrollment. However this Spring, 2021 enrollment was 9,608 while Fall 2020 was 9,955. However, the 9,608 was still up 10% over Spring, 2020.

**Update on Initiatives and/or Changes Associated with New Fiscal Year.**

The initiatives that were laid out at the beginning of the year have not all been achieved, but have been moving forward.

- Salary increases for classified staff (up to 4%).  
These raises were put in place and our classified staff were rewarded for their hard work and additional stress during the Pandemic and opening the campus for the Fall semester.
- Salary increases were budgeted for faculty and professional staff for FY20-21 although we were unable to follow through with these.
- The addition of approximately 25 new positions for full-time faculty *and* 23 replacement or new staff members. The breakdown of those hired faculty and staff include approximately 17 tenure-track or tenured faculty, 9 non-tenure-track faculty, and 23 staff or administrative positions. This has been critical to provide quality instruction to our students and to meet program accreditation expectations with the enrollment now at approximately 9,000 students. LSUS was careful to hire non-tenured faculty versus all tenure-track faculty, as we are always aware that our graduate on-line enrollment could decline.  
LSUS was able to hire these new faculty and bring some much needed new talent to the campus. We continue to be careful to balance tenure track versus non-tenure track faculty in case enrollment were to decline. During the Spring semester, we were able to bring on approximately 4 new visiting professional in residence to help alleviate large class sizes for our graduate students.
- Finally, with the new roof on our Health & Physical Education Building, we have broken ground on the state of the art Exercise Science Lab. The lab will contain a one of a kind atmospheric chamber in the state that will allow for research and testing of atmospheric processes at realistic but controlled conditions.



## SHREVEPORT

Construction of this space is complete. We still await the remaining build-out of the atmospheric chamber. This state of the art project is near completion and our faculty have been working on new programs, as well as research, that will take advantage of the technology. The Lab will be the basis for several strong collaborations between LSUS and the College of Allied Health at LSUHSC.

- The Cybercollaboratory was completed and LSUS plans to leverage this state of the art space along with the secured LED Grant to assist LSUS in leading our students into the STEM workplace of the future and effectively collaborating with regional stakeholders. The space is ideal for collaboration with LSU, PBRC and LSU Health Shreveport.

The LSUS Cyber Collaboratory (CC), supported by the continuing \$1.2M LED grant was the anchor this summer for important K12 STEM camps associated with computer literacy and technology. The CC has enabled LSUS to become a “critical” play in the development of very strong collaboration efforts with Barksdale Air Force Base (Global Strike).
- Now that LSUS has bought out the remaining 14 years of the lease on student housing, we will complete renovations on 75% of the apartments and initiate residence life programming to that engages our students in on campus living.

LSUS is beginning its second year of ownership of campus housing, Pilots Pointe Apartments. We continue as revenues allow to retrofit units. Of particular importance, starting this fall, for the first time ever, the apartments will have a robust internet service. In addition, engineering work is continuing on the design of the new car/pedestrian bridge over the bayou that separates campus housing from the main campus. The bridge will permit much quicker access for University Police to provide a safer LSUS housing environment.
- LSUS plans to put forward at least three new academic program offerings, in the technology and health care areas, to the LSU Board of Supervisors and Board of Regents

After keeping it vacant for three years, LSUS has filled the position of Associate Vice Chancellor for Academic Affairs. The new incumbent, Dr. Helen Wise, will help us align accreditation and assessment with the development of new programs and curricula. LSUS plans to put forward at least two new academic program offerings, in the technology and health care areas, to the LSU Board of Supervisors and Board of Regents.
- LSUS has established a new position of Director of Auxiliary Services to oversee housing, food services and other related auxiliary service matters. Besides housing, LSUS has made significant improvements to The Port, dining facility in the University Center, and Stacks, coffee shop in the Noel Memorial Library, to improve food/health quality, service and the overall experience for all, especially our students.
- The swimming pool in the Health & Physical Education Building, because of age, design and failures, must be closed. While the pool will be missed, it enables LSUS to now create a new recreation area in this space- something that has long been requested by students, especially those in the Pilots Pointe Apartments.
- LSUS invested significantly in its Science and research programming. We upgraded and renovated our Science Lecture Auditorium with better technology and increased spacing for students to take notes, and we added device-charging capability at every seat. In addition we thoroughly cleaned the Science building and removed outdated chemicals and clutter to improve the spaces for both teaching and research. These upgrades cost us \$1.5 million and



## SHREVEPORT

further funding to continue enhancing science equipment and lab space is vitally necessary, especially as we increase our collaborative programming with the Health Science Center.

**Major Challenges Associated with New Fiscal Year.** There are major challenges associated with the new fiscal year.

- LSU Shreveport must continue to prioritize time, funds and efforts to increase undergraduate on-campus enrollment. LSUS has a comprehensive Strategic Enrollment Planning document that was developed with the professional assistance of Ruffalo Noel-Levitz. The LSUS Admissions Office has been restructured effective this year to more strongly enhance student recruiting efforts. LSUS has invested significant funds to retrofit campus facilities to greatly improve all aspects of a student's experience on campus. Greater focus will occur this year on the First Year Experience and the development of further new academic program options for students. The pandemic continues to be a challenge to change. However, LSUS is beginning to gain great lift from our significant hiring of new junior faculty over the past several years. There is a greater energy, focus and desire for change that will help LSUS better attract and, most importantly, retain to graduation undergraduate face-to-face students.
- Salary compaction and below market issues, especially for long term faculty and staff who have had only two permanent pay raises since 2008, continue to be a major challenge for LSUS. Retention is a challenge for those individuals more capable of being mobile. This problem cannot be effectively addressed by LSUS without additional state funding.
- LSUS is hopeful but uncertain whether the transition from Academic Partnerships to LSU Online will ultimately be successful. It is critical for the financial stability of LSUS that the transition be successful.

LSU Shreveport is looking to the future and working to strategically continue to improve upon the quality of education for students in North Louisiana. We understand that we must not depend on one time federal dollars to operate the university and that we know that we need to find innovative ways to increase self-generated revenue in lieu of the fact that we only receive \$10.8M of a total \$66.8M budget.

Sincerely,

Barbie Cannon  
Vice Chancellor for Business Affairs

**Appendix A**  
**Semi-Annual Revenues and Expenditures Executive Summary**

<b>Unrestricted Operations</b>		Actual Amount for each semi-annual period in 2020-2021		
	Adjusted Operating Budget	1st & 2nd Quarter	3rd & 4th Quarter	Cumulative Total
<b>Revenues</b>				
General Fund	8,563,149	4,834,457	3,728,692	8,563,149
Statutory Dedications	539,159	207,113	332,046	539,159
Interim Emergency Board	0	0	0	0
Interagency Transfers	0	0	0	0
Interagency Transfers - Federal Stimulus	0	0	0	0
Self Generated Revenues	61,994,397	43,406,135	16,809,908	60,216,043
Federal Funds	0	0	0	0
<b>Total Revenues</b>	<b>71,096,705</b>	<b>48,447,705</b>	<b>20,870,646</b>	<b>69,318,351</b>
<b>Expenditures by Object:</b>				
Salaries		10,230,286	10,924,407	21,154,693
Other Compensation		319,648	255,019	574,667
Related Benefits		5,168,672	5,887,301	11,055,972
Personal Services		<b>15,718,606</b>	<b>17,066,726</b>	<b>32,785,332</b>
Travel		10,219	22,283	32,502
Operating Services		4,366,286	3,405,029	7,771,315
Supplies		1,115,463	1,024,142	2,139,604
Operating Expenses		<b>5,491,967</b>	<b>4,451,454</b>	<b>9,943,421</b>
Professional Services		13,585,189	8,447,086	22,032,275
Other Charges		1,892,213	1,829,648	3,721,861
Debt Services		0	0	0
Interagency Transfers		0	0	0
Other Charges		<b>15,477,403</b>	<b>10,276,734</b>	<b>25,754,136</b>
General Acquisitions		436,173	399,288	835,461
Library Acquisitions		0	0	0
Major Repairs		0	0	0
Acquisitions and Major Repairs		<b>436,173</b>	<b>399,288</b>	<b>835,461</b>
<b>Total Expenditures</b>		<b>37,124,149</b>	<b>32,194,202</b>	<b>69,318,351</b>
<b>Expenditures by Function:</b>				
Instruction		23,841,413	19,614,216	43,455,628
Research		16,593	50,915	67,509
Public Service		0	0	0
Academic Support (Includes Library)		2,082,175	2,508,527	4,590,702
Academic Expenditures		<b>25,940,181</b>	<b>22,173,658</b>	<b>48,113,839</b>
Student Services		1,214,498	1,228,383	2,442,881
Institutional Support		4,155,107	5,445,029	9,600,136
Scholarships/Fellowships		966,253	877,621	1,843,874
Plant Operations/Maintenance		5,629,210	2,469,511	8,098,721
Hospital		0	0	0
Transfers out of agency		0	0	0
Athletics		0	0	0
Other		(781,100)	0	(781,100)
Non-Academic Expenditures		<b>11,183,968</b>	<b>10,020,544</b>	<b>21,204,513</b>
<b>Total Expenditures</b>		<b>37,124,149</b>	<b>32,194,202</b>	<b>69,318,351</b>

	<b>Beginning Acct/Fund Balance</b>	<b>1st &amp; 2nd Quarter Fund Balance</b>	<b>3rd &amp; 4th Quarter Fund Balance</b>
State Appropriations	0	0	0
Restricted Fees	8,691,858	9,420,435	9,559,132
Sales and Services of Educational Activities	101,483	103,220	103,985
Auxiliaries	13,084	(963,552)	(1,222,667)
Endowment Income	0	0	0
Grants and Contracts	(767,503)	(405,011)	(344,361)
Indirect Cost Recovered	656,268	648,593	700,210
Gifts	663,490	689,032	698,109
Federal Funds	0	0	0
Hospitals	0	0	0
All Other Sources	1,712,623	1,016,398	1,226,174
<b>TOTAL</b>	<b>11,071,303</b>	<b>10,509,116</b>	<b>10,720,582</b>

**Overview and Analysis of Campus Operations**

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# Semi -Annual Overview of Restricted Operations

Campus: *LSU Shreveport*

Show Expenditures As Positive	Actual Amount for each Semi-Annual Period in FY 2020-2021						
	Acct/Fund Balance	1st & 2nd Quarter			3rd & 4th Quarter		
		Revenues	Expenses, Transfers, & ICR	Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance
<b>Revenues</b>							
Restricted State Appropriations		0		0	0		0
Restricted Fees	8,691,858	5,052,202	4,323,625	9,420,435	2,037,235	1,898,538	9,559,132
Sales & Svcs of Educ. Activ's	101,483	1,737	0	103,220	765	0	103,985
Auxiliaries (List)							0
1 - University Center	(208,434)	78,242	194,521	(324,713)	57,954	183,703	(450,462)
2 - Food Service	(82,065)	44,768	408,057	(445,354)	84,501	158,101	(518,954)
3 - Bookstore	(362,881)	36,992	0	(325,889)	44,354	363	(281,898)
4 - University Court Apts - Lease	11,641	589,095	1,398,608	(797,872)	784,713	347,937	(361,095)
5 - Athletics	654,823	1,158,634	883,181	930,276	790,698	1,331,232	389,742
6		0		0	0		0
7		0		0	0		0
8		0		0	0		0
9		0		0	0		0
10		0		0	0		0
11		0		0	0		0
12		0		0	0		0
13		0		0	0		0
14		0		0	0		0
15		0		0	0		0
Endowment Income		0		0	0		0
Grants and Contracts							
Federal	(848,374)	2,884,794	3,576,838	(1,540,419)	7,038,789	5,844,178	(345,808)
State and Local	(27,742)	1,267,620	234,226	1,005,652	(324,538)	787,560	(106,446)
Private	108,613	53,098	31,955	129,756	261,842	283,705	107,892
Indirect Cost Recovered	656,268	9,706	17,381	648,593	59,028	7,411	700,210
Gifts	663,490	454,102	428,560	689,032	830,143	821,067	698,109
Federal Funds		0		0	0		0
Hospitals							
Hospital - Commercial/Self-Pay		0		0	0		0
Physician Practice Plans		0		0	0		0
Medicare		0		0	0		0
Medicaid		0		0	0		0
Uncompensated Care Costs		0		0	0		0
Sponsored Grants and Contracts		0		0	0		0
Sales and Services Other		0		0	0		0
All Other Sources	1,712,623	444,829	1,141,053	1,016,398	615,622	405,846	1,226,174
<b>TOTAL</b>	<b>11,071,303</b>	<b>12,075,817</b>	<b>12,638,004</b>	<b>10,509,116</b>	<b>12,281,107</b>	<b>12,069,641</b>	<b>10,720,582</b>

## Report on Restricted Operations



**Executive Summary**  
**FY 2020-21 Semi-Annual Report on the Budget**  
**July 1, 2020 – June 30, 2021**

The Fiscal Year 2020-2021 appropriation for LSU Health Sciences Center in New Orleans is \$143,575,796.

**Threats**

- COVID-19 impact on state appropriations along with instruction, research and service missions of the university.
- Continued increase in employer contributions to health insurance and unfunded actuarial liability portion of retirement costs.
- Inconsistent level of state support for higher education and hospital partnerships.
- Inability to significantly increase revenue from tuition.

**Mechanisms for Coping with Threats**

- Revenue Generation
  - LSUHSC-NO continues to seek new and/or expanded sources of funding by enhancing relationships with private and not-for-profit health care entities.
  - LSUHSC-NO continues to leverage investments we are making in biomedical and cancer research.
  - LSUHSC-NO will protect the safety and security of the University against the Coronavirus Pandemic with a targeted focus on testing and research.
- Cost Containment
  - Salary increases, with faculty promotions in rank and classified market adjustments being the notable exception, were not generally granted.
  - LSUHSC at New Orleans tries to limit new hires to critical needs mainly in the areas of direct patient care and sponsored research, where external funding from grants and contracts are available.
  - Management is evaluating and controlling expenditures for travel, professional services, and acquisitions as much as possible.

**Unrestricted Operations**

- Revenues
  - General Fund Appropriations: Through June 30, 2021, 100% of the appropriations have been collected.

- Statutory Dedication Revenue are derived from the SELF fund for past faculty pay plans. 100% of these funds have been collected.
  - Self-Generated Revenue: There are three major components to this means of financing: student tuition and fees; sales and services of educational departments (primarily the Dental Student and Resident Clinics); and other sources.
- Expenditures
    - Spending of unrestricted funds are within the parameters of our overall budget.
    - Personnel Services, which includes salaries, other compensation and related benefits, decreased 22% since fiscal year 2020.
    - Operating Expenses, which includes travel, operating services and supplies, increased 18% since fiscal year 2020.
    - Other Charges, consisting of professional services, other charges, debt services and interagency transfers, increased 16% with most of the increase in interagency transfers.
    - Acquisitions and Major Repairs increased due to State Facility & Planning projects.

### **Restricted Operations**

- Private grants and contract revenue increased 24% due to various partnerships on behalf of Louisiana Department of Health (LDH) to further the State's healthcare mission which validates our emphasis on increasing contracts for graduate medical education and clinical care.
- Federal grants and contract revenue is up 15% and state grants and contract revenue increased 5%.
- Overall grant and contract fund balance between federal, state, local and private grants and contracts have shown growth of 23% in FY2021.
- Auxiliaries operations have maintained a positive fund balance overall. We continue to examine corrective actions to limit losses in the cafeteria and bookstore in the future. This includes implementing a consistent approach to control operating performance, cost cutting measures such as reducing inventory costs, along with anticipated increases in revenues as a result of selective price increases.
- The report excludes projects we maintain on behalf of the Health Care Services Division (HCSD) and FEMA/ORM related activity for project worksheets and contents replacement.

Unrestricted Operations		Actual Amount for each semi-annual period in 2020-2021		
	Adjusted Operating Budget	1st & 2nd Quarter	3rd & 4th Quarter	Cumulative Total
<b>Revenues</b>				
General Fund	72,313,200	35,799,459	36,513,741	72,313,200
Statutory Dedications	3,526,217	1,354,565	2,171,652	3,526,217
Interim Emergency Board	0	0	0	0
Interagency Transfers	0	0	0	0
Interagency Transfers - Federal Stimulus	0	0	0	0
Self Generated Revenues	67,736,379	58,560,007	6,792,783	65,352,790
Federal Funds	0	0	0	0
<b>Total Revenues</b>	<b>143,575,796</b>	<b>95,714,031</b>	<b>45,478,176</b>	<b>141,192,207</b>
<b>Expenditures by Object:</b>				
Salaries		28,331,042	27,325,614	55,656,656
Other Compensation		585,918	541,275	1,127,193
Related Benefits		10,172,355	6,698,815	16,871,170
Personal Services		<b>39,089,315</b>	<b>34,565,704</b>	<b>73,655,018</b>
Travel		5,829	23,980	29,809
Operating Services		8,812,646	10,775,177	19,587,823
Supplies		1,475,467	1,927,782	3,403,249
Operating Expenses		<b>10,293,941</b>	<b>12,726,939</b>	<b>23,020,880</b>
Professional Services		655,348	1,179,167	1,834,514
Other Charges		5,165,295	24,086,879	29,252,173
Debt Services		50,163	211,984	262,147
Interagency Transfers		11,422,198	1,534,460	12,956,658
Other Charges		<b>17,293,003</b>	<b>27,012,490</b>	<b>44,305,493</b>
General Acquisitions		89,349	114,664	204,013
Library Acquisitions		1,791	3,737	5,528
Major Repairs		1,275	0	1,275
Acquisitions and Major Repairs		<b>92,414</b>	<b>118,401</b>	<b>210,816</b>
<b>Total Expenditures</b>		<b>66,768,673</b>	<b>74,423,533</b>	<b>141,192,207</b>
<b>Expenditures by Function:</b>				
Instruction		20,958,509	20,385,701	41,344,210
Research		1,523,647	4,417,994	5,941,641
Public Service		421,307	15,572,917	15,994,224
Academic Support (Includes Library)		8,214,541	6,667,300	14,881,841
Academic Expenditures		<b>31,118,004</b>	<b>47,043,912</b>	<b>78,161,917</b>
Student Services		1,981,087	1,795,723	3,776,809
Institutional Support		16,617,025	11,128,539	27,745,564
Scholarships/Fellowships		2,395,727	1,863,412	4,259,138
Plant Operations/Maintenance		14,606,668	12,439,664	27,046,332
Hospital		0	0	0
Transfers out of agency		50,163	152,283	202,446
Athletics		0	0	0
Other		0	0	0
Non-Academic Expenditures		<b>35,650,669</b>	<b>27,379,621</b>	<b>63,030,290</b>
<b>Total Expenditures</b>		<b>66,768,673</b>	<b>74,423,533</b>	<b>141,192,207</b>

	<b>Beginning Acct/Fund Balance</b>	<b>1st &amp; 2nd Quarter Fund Balance</b>	<b>3rd &amp; 4th Quarter Fund Balance</b>
State Appropriations	0	0	0
Restricted Fees	4,543,620	3,896,763	3,358,464
Sales and Services of Educational Activities	(13,810,715)	(13,966,136)	(12,686,209)
Auxiliaries	2,852,798	3,176,485	2,149,404
Endowment Income	1,126,081	903,782	1,149,499
Grants and Contracts	139,929,391	186,081,018	217,698,584
Indirect Cost Recovered	72,112,920	51,700,124	31,304,253
Gifts	363,106	135,281	414,318
Federal Funds	0	0	0
Hospitals	7,930,832	16,659,893	22,737,733
All Other Sources	9,822,268	10,123,341	9,591,044
<b>TOTAL</b>	<b>224,870,300</b>	<b>258,710,551</b>	<b>275,717,090</b>

**Overview and Analysis of Campus Operations**

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# Semi -Annual Overview of Restricted Operations

Campus: *LSU Health Sciences Center - New Orleans*

Show Expenditures As Positive	Actual Amount for each Semi-Annual Period in FY 2020-2021						
	Acct/Fund Balance	1st & 2nd Quarter			3rd & 4th Quarter		
		Revenues	Expenses, Transfers, & ICR	Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance
<b>Revenues</b>							
Restricted State Appropriations		0		0	0		0
Restricted Fees	4,543,620	1,638,892	2,285,749	3,896,763	121,672	659,971	3,358,464
Sales & Svcs of Educ. Activ's	(13,810,715)	2,507,449	2,662,870	(13,966,136)	4,538,769	3,258,843	(12,686,209)
Auxiliaries (List)							0
1 Bookstore	(597,326)	3,132,604	3,069,171	(533,893)	1,813,439	2,822,041	(1,542,495)
2 Cafeteria	(2,699,829)	299,261	643,389	(3,043,956)	354,047	677,235	(3,367,144)
3 Student Housing	2,215,471	803,729	762,337	2,256,864	589,263	1,124,674	1,721,452
4 Parking	5,448,764	740,075	350,734	5,838,105	330,406	488,379	5,680,132
5 HSC Stores	(913,047)	1,527,635	1,353,988	(739,399)	834,585	437,727	(342,542)
6 Auxiliary Administration	(601,236)	0	0	(601,236)	601,236	0	(0)
7				0	0		0
8				0	0		0
9				0	0		0
10				0	0		0
11				0	0		0
12				0	0		0
13				0	0		0
14				0	0		0
15				0	0		0
Endowment Income	1,126,081	990,297	1,212,595	903,782	1,604,725	1,359,008	1,149,499
Grants and Contracts							
Federal	(63,618)	15,382,367	19,027,416	(3,708,666)	32,585,087	28,776,407	100,014
State and Local	10,872,642	5,941,025	9,636,536	7,177,131	12,732,361	10,218,944	9,690,548
Private	129,120,367	259,015,451	205,523,265	182,612,552	401,963,743	376,668,273	207,908,022
Indirect Cost Recovered	72,112,920	10,494,730	30,907,525	51,700,124	26,638,925	47,034,796	31,304,253
Gifts	363,106	578,822	806,647	135,281	1,171,062	892,025	414,318
Federal Funds				0	0		0
Hospitals							
Hospital - Commercial/Self-Pay				0	0		0
Physician Practice Plans	7,930,832	10,371,672	1,642,611	16,659,893	7,386,037	1,308,197	22,737,733
Medicare				0	0		0
Medicaid				0	0		0
Uncompensated Care Costs				0	0		0
Sponsored Grants and Contracts				0	0		0
Sales and Services Other				0	0		0
All Other Sources	9,822,268	712,244	411,171	10,123,341	1,509,254	2,041,551	9,591,044
<b>TOTAL</b>	<b>224,870,300</b>	<b>314,136,254</b>	<b>280,296,003</b>	<b>258,710,551</b>	<b>494,774,611</b>	<b>477,768,071</b>	<b>275,717,090</b>

## Report on Restricted Operations

Auxiliary Administration revenue and expenses are allocated to the various auxiliary departments, however, FY 2021, revenue is being retained in the administration account to clear out a prior year fund balance deficit. In previous Semi-Annual Reports, the deficit was manually adjusted on the report, however the actual correction was made this year.

**LSU Health Sciences Center - Shreveport  
Bi-Annual Financial Reporting Narrative  
SFY 2020-2021 as of June 30, 2021**

**Appropriation: Revenues and Expenditures**

Operating Budget revenue includes state general funds direct, statutory dedications (tobacco tax and self-fund), and self-generated (tuition and fees) funding. The Operating Budget expenditures include costs associated with the operation of three schools (Medicine, Allied Health, and Graduate Studies), as well as legacy costs associated with the transition of three hospitals from state management to public-private partnerships.

The original academic FY 2020-2021 operating budget appropriation includes the following spending authority:

State General Funds Direct	51,280,400
Statutory Dedications	6,879,411
University Tuition and Fees	23,636,590
<b>TOTAL</b>	<b>\$81,796,401</b>

With an approved BA-7 #1 under ACT 45 in the amount of \$700,000, the FY 2020-2021 operating budget appropriation changed as follows:

State General Funds Direct	51,980,400
Statutory Dedications	6,879,411
University Tuition and Fees	23,636,590
<b>TOTAL</b>	<b>\$82,496,401</b>

With the end of the fiscal year budget adjustments under 2021 Regular Session HB516 Act#120, the FY 2020-2021 operating budget appropriation closed out as follows:

State General Funds Direct	51,640,400
Statutory Dedications	6,973,207
University Tuition and Fees	23,736,590
<b>TOTAL</b>	<b>\$82,350,197</b>

The final State General Funds Direct appropriation of **\$51,640,400** includes: approximately **\$14.0M** dedicated to support the hospitals' (SHV Hospital, EACMC, and HPLMC) legacy costs including risk management premiums, retiree health and life, and residual HPLMC property maintenance, **\$1.020M** for Feist Weiller Cancer Center operations, **\$2.140M** for research enhancement, and **\$700,000** for the Viral Neutralization Test program equipment.

The final Statutory Dedications of **\$6,973,207** includes: Tobacco funds of **\$4.479M** for FWCC Cancer Center operations, SELF funds of **\$2.293M** for support of faculty salaries, and Sales Tax allocation of **\$200,000** for Feist Weiller Cancer Center operations.

### **Public-Private Hospital Partnerships**

The LSU Shreveport Hospital and E.A. Conway Medical Center originally transferred from state to private management effective October 1, 2013. Huey P. Long Medical Center in Pineville discontinued patient care services on June 30, 2014.

Effective October 1, 2018, the management of the LSU Shreveport Hospital and E.A. Conway Medical Center changed from BRFHH to the Ochsner LSU Health System of North Louisiana (OLHS-NL).

In accordance with R.S. 39:366.11, the Board of Supervisors and Joint Legislative Committee on Budget approved the Cooperative Endeavor Agreement (CEA) by and among the State of Louisiana (State), acting by and through the Louisiana Division of Administration (DOA), Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (LSU), and Ochsner LSU Health System of North Louisiana (OLHS-NL), a private Louisiana nonprofit corporation. The CEA and service agreements cover the hospital and clinic facilities in Shreveport and Monroe. The Joint Venture CEA, effective October 1, 2018, for an initial term of ten (10) years, replaces the BRFHH Public-Private Partnership CEA. Also effective October 1, 2018, Ochsner LSU Health System of North Louisiana (OLHS-NL) is the sole member of "Ochsner LSU Physician Group" or "OLPG" which means LSU Health Sciences Center-Shreveport Faculty Group Practice d/b/a Ochsner LSU Physician Group, a Louisiana nonprofit corporation, which operates the clinical practices of HSC-S Physicians and HSC-S Practitioners. OLPG is a nonprofit corporation that, prior to the Commencement Date, operated as the practice plan of the Medical School faculty under a Memorandum of Understanding through which the FGP contracted with HSC-S for clinical and other services of HSC-S Physicians and HSC-S Practitioners.



**Appendix A**  
**Semi-Annual Revenues and Expenditures Executive Summary**

<b>Unrestricted Operations</b>		Actual Amount for each semi-annual period in 2020-2021		
	Adjusted Operating Budget	1st & 2nd Quarter	3rd & 4th Quarter	Cumulative Total
<b>Revenues</b>				
General Fund	51,640,400	30,113,568	21,526,832	51,640,400
Statutory Dedications	6,973,207	3,503,435	3,469,772	6,973,207
Interim Emergency Board	0	0	0	0
Interagency Transfers	0	0	0	0
Interagency Transfers - Federal Stimulus	0	0	0	0
Self Generated Revenues	23,736,590	22,478,223	695,287	23,173,510
Federal Funds	0	0	0	0
<b>Total Revenues</b>	<b>82,350,197</b>	<b>56,095,226</b>	<b>25,691,891</b>	<b>81,787,117</b>
<b>Expenditures by Object:</b>				
Salaries		16,316,384	6,208,948	22,525,332
Other Compensation		3,214,811	(1,603,016)	1,611,795
Related Benefits		12,887,116	8,894,434	21,781,550
Personal Services		<b>32,418,311</b>	<b>13,500,366</b>	<b>45,918,677</b>
Travel		7,582	18,152	25,734
Operating Services		9,853,722	10,909,651	20,763,373
Supplies		391,099	791,024	1,182,123
Operating Expenses		<b>10,252,403</b>	<b>11,718,827</b>	<b>21,971,230</b>
Professional Services		788,396	531,032	1,319,428
Other Charges		1,669,111	1,741,984	3,411,095
Debt Services		0	0	0
Interagency Transfers		3,658,720	4,076,176	7,734,896
Other Charges		<b>6,116,227</b>	<b>6,349,192</b>	<b>12,465,419</b>
General Acquisitions		100,527	1,331,102	1,431,629
Library Acquisitions		162	0	162
Major Repairs		0	0	0
Acquisitions and Major Repairs		<b>100,689</b>	<b>1,331,102</b>	<b>1,431,791</b>
<b>Total Expenditures</b>		<b>48,887,630</b>	<b>32,899,487</b>	<b>81,787,117</b>
<b>Expenditures by Function:</b>				
Instruction		13,561,366	(1,599,059)	11,962,307
Research		8,862,086	9,947,924	18,810,010
Public Service		100,310	389,308	489,618
Academic Support (Includes Library)		3,584,328	4,901,698	8,486,026
Academic Expenditures		<b>26,108,090</b>	<b>13,639,871</b>	<b>39,747,961</b>
Student Services		1,017,991	1,397,369	2,415,360
Institutional Support		15,560,595	11,060,693	26,621,288
Scholarships/Fellowships		1,520,088	1,500,867	3,020,955
Plant Operations/Maintenance		2,755,891	2,915,370	5,671,261
Hospital		1,889,975	1,901,755	3,791,730
Transfers out of agency		0	0	0
Athletics		0	0	0
Other		35,000	483,562	518,562
Non-Academic Expenditures		<b>22,779,540</b>	<b>19,259,616</b>	<b>42,039,156</b>
<b>Total Expenditures</b>		<b>48,887,630</b>	<b>32,899,487</b>	<b>81,787,117</b>

	<b>Beginning Acct/Fund Balance</b>	<b>1st &amp; 2nd Quarter Fund Balance</b>	<b>3rd &amp; 4th Quarter Fund Balance</b>
State Appropriations	0	0	0
Restricted Fees	1,114,952	1,174,927	1,253,261
Sales and Services of Educational Activities	65,021,548	85,943,223	82,302,379
Auxiliaries	14,072,539	14,362,614	14,554,616
Endowment Income	13,036,294	15,065,599	15,354,704
Grants and Contracts	81,248,080	108,509,406	105,704,034
Indirect Cost Recovered	(8,101,929)	(8,665,425)	(8,824,865)
Gifts	(12,025)	(12,578)	(12,578)
Federal Funds	0	0	0
Hospitals	(37,257,813)	(37,308,314)	(37,504,211)
All Other Sources	3,429,798	3,789,298	5,117,112
<b>TOTAL</b>	<b>132,551,444</b>	<b>182,858,750</b>	<b>177,944,452</b>

**Overview and Analysis of Campus Operations**

In accordance with R.S. 39:366.11, the Board of Supervisors and Joint Legislative Committee on Budget approved the Cooperative Endeavor Agreement (CEA) by and among the State of Louisiana (State), acting by and through the Louisiana Division of Administration (DOA), Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (LSU), and Ochsner LSU Health System of North Louisiana (OLHS-NL), a private Louisiana nonprofit corporation. The CEA and service agreements cover the hospital and clinic facilities in Shreveport and Monroe. The Joint Venture CEA, effective October 1, 2018, for an initial term of ten (10) years, replaces the BRFH Public-Private Partnership CEA. Also effective October 1, 2018, Ochsner LSU Health System of North Louisiana (OLHS-NL) is the sole member of "Ochsner LSU Physician Group" or "OLPG" which means LSU Health Sciences Center-Shreveport Faculty Group Practice d/b/a Ochsner LSU Physician Group, a Louisiana nonprofit corporation operates the clinical practices of HSC-S Physicians and HSC-S Practitioners. OLPG is a nonprofit corporation that, prior to the Commencement Date, operated as the practice plan of the Medical School faculty under a Memorandum of Understanding through which the FGP contracted with HSC-S for clinical and other services of HSC-S Physicians and HSC-S Practitioners.

SFY 2020-2021 expenditure transactions applicable to the aforementioned agreements and the Coronavirus Relief Funds (CRF) allocation from SFY 2019-2020 are currently recorded among unrestricted and restricted operations. The pending expenditure transfers between the various funds and chartstrings will be finalized by official fiscal year end close.

**Ending December 31, 2020 Restricted Operations (1st & 2nd Quarters):**

- (1) **Sales and Services of Educational Activities** fund balance include operational expenditures that will be transferred to **Grants and Contracts** fund balance which currently includes revenue from the hospital and professional practice partnership agreements
- (2) **Hospitals** net fund balance for the three hospitals is due to the pre and post financial support transactions associated with the state initiated hospital public/private partnership transition from state management

**Ending June 30, 2021 Restricted Operations (3rd & 4th Quarters):**

- (1) **Sales and Services of Educational Activities** fund balance increase from beginning fund balance is due to the activities associated with the Center of Emerging Viral Threat Lab revenue and expenditures and enhanced professional clinical collection efforts with increased number of clinical faculty
- (2) **Hospitals** net fund balance for the three hospitals is due to the pre and post financial support transactions associated with the state initiated hospital public/private partnership transition from state management

**Ending June 30, 2021 Unrestricted Operations (3rd & 4th Quarters):**

- (1) **Expenditures by Other Compensation** credit is primarily due to the end of the year transfer of house officer / clinical fellow compensation from unrestricted to restricted grants and contracts
- (2) **Expenditures by Instruction** credit is primarily due to the end of the year transfer of house officer / clinical fellow compensation from unrestricted to restricted grants and contracts

Official fiscal year end financials are due August 31, 2021

**Semi -Annual Overview of Restricted Operations**

Campus: **LSUHSC Shreveport**

Show Expenditures As Positive	Actual Amount for each Semi-Annual Period in FY 2020-2021						
	Acct/Fund Balance	1st & 2nd Quarter			3rd & 4th Quarter		
		Revenues	Expenses, Transfers, & ICR	Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance
<b>Revenues</b>							
Restricted State Appropriations	0	0		0	0		0
Restricted Fees	1,114,952	254,595	194,620	1,174,927	359,417	281,083	1,253,261
Sales & Svcs of Educ. Activ's	65,021,548	31,161,097	10,239,422	85,943,223	31,057,317	34,698,161	82,302,379
Auxiliaries (List)							0
Bookstore	2,290,089	334,601	345,504	2,279,186	411,572	438,952	2,251,806
Cafeteria	4,033,716	17,886	0	4,051,602	44,483	0	4,096,085
General Service Store	(657,311)	0	0	(657,311)	0	2,110	(659,421)
Gift Shop	24,155	74	0	24,229	269	0	24,498
Linwood Apartments	1,062,972	2,649	0	1,065,621	9,681	0	1,075,302
Microcomputers	(125,171)	588,105	569,533	(106,599)	334,123	293,320	(65,796)
Networking	640,992	17,678	11,877	646,793	22,590	10,887	658,496
Parking	(212,553)	153,383	181,736	(240,906)	109,601	283,920	(415,225)
Printing	1,291,695	144,653	138,142	1,298,206	188,815	131,092	1,355,929
Rental Properties	1,248,439	132,624	35,873	1,345,190	56,934	37,780	1,364,344
Student Union	1,101,323	102,105	4,857	1,198,571	16,622	6,450	1,208,743
Telecommunications	3,374,193	602,800	518,961	3,458,032	587,295	385,472	3,659,855
Endowment Income	13,036,294	2,455,064	425,759	15,065,599	1,961,153	1,672,048	15,354,704
Grants and Contracts							
Federal	117,307	5,808,404	6,586,776	(661,065)	4,378,326	9,562,641	(5,845,380)
State and Local	820,930	1,666,510	2,213,536	273,904	19,314,663	2,297,906	17,290,661
Private	80,309,843	130,313,690	101,726,966	108,896,567	101,719,899	116,357,713	94,258,753
Indirect Cost Recovered	(8,101,929)	1,575,796	2,139,292	(8,665,425)	1,903,343	2,062,783	(8,824,865)
Gifts	(12,025)	0	553	(12,578)	0	0	(12,578)
Federal Funds	0	0	0	0	0	0	0
Hospitals							
Hospital - Commercial/Self-Pay	0	0	0	0	0	0	0
Physician Practice Plans	0	0	0	0	0	0	0
Medicare	0	0	0	0	0	0	0
Medicaid	0	0	0	0	0	0	0
Uncompensated Care Costs	0	0	0	0	0	0	0
Sponsored Grants and Contracts	0	0	0	0	0	0	0
Sales and Services Other - Shreveport	(26,809,887)	51,133	101,634	(26,860,388)	(2,151)	193,746	(27,056,285)
Sales and Services Other - EA Conway	(6,991,465)	0	0	(6,991,465)	0	0	(6,991,465)
Sales and Services Other - Huey P. Long	(3,456,461)	0	0	(3,456,461)	0	0	(3,456,461)
All Other Sources	3,429,798	364,437	4,937	3,789,298	1,331,831	4,017	5,117,112
<b>TOTAL</b>	<b>132,551,444</b>	<b>175,747,284</b>	<b>125,439,978</b>	<b>182,858,750</b>	<b>163,805,783</b>	<b>168,720,081</b>	<b>177,944,452</b>

**Report on Restricted Operations**

In accordance with R.S. 39:366.11, the Board of Supervisors and Joint Legislative Committee on Budget approved the Cooperative Endeavor Agreement (CEA) by and among the State of Louisiana (State), acting by and through the Louisiana Division of Administration (DOA), Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (LSU), and Ochsner LSU Health System of North Louisiana (OLHS-NL), a private Louisiana nonprofit corporation. The CEA and service agreements cover the hospital and clinic facilities in Shreveport and Monroe. The Joint Venture CEA, effective October 1, 2018, for an initial term of ten (10) years, replaces the BRFH Public-Private Partnership CEA. Also effective October 1, 2018, Ochsner LSU Health System of North Louisiana (OLHS-NL) is the sole member of "Ochsner LSU Physician Group" or "OLPG" which means LSU Health Sciences Center-Shreveport Faculty Group Practice d/b/a Ochsner LSU Physician Group, a Louisiana nonprofit corporation operates the clinical practices of HSC-S Physicians and HSC-S Practitioners. OLPG is a nonprofit corporation that, prior to the Commencement Date, operated as the practice plan of the Medical School faculty under a Memorandum of Understanding through which the FGP contracted with HSC-S for clinical and other services of HSC-S Physicians and HSC-S Practitioners.

**Ending December 31, 2020 Restricted Operations (1st & 2nd Quarters):**

- (1) **Sales and Services of Educational Activities** fund balance include operational expenditures that will be transferred to **Grants and Contracts** fund balance which currently includes revenue from the hospital and professional practice partnership agreements
- (2) **Hospitals** net fund balance for the three hospitals is due to the pre and post financial support transactions associated with the state initiated hospital public/private partnership transition from state management

**Ending June 30, 2021 Restricted Operations (3rd & 4th Quarters):**

- (1) **Sales and Services of Educational Activities** fund balance increase from beginning fund balance is due to the activities associated with the Center of Emerging Viral Threat Lab revenue and expenditures and enhanced professional clinical collection efforts with increased number of clinical faculty
- (2) **Hospitals** net fund balance for the three hospitals is due to the pre and post financial support transactions associated with the state initiated hospital public/private partnership transition from state management

Official fiscal year end financials are due August 31, 2021



TO: William F. Tate IV  
President  
LSU System

FROM: Lisa Augustus  
Budget Director  
LSU Health Care Services Division

DATE: August 13, 2021

RE: Overview of HCSD's FY22 budget

For FY2021, the LSU Health Care Services Division (HCSD) is appropriated a budget of \$67,837,530. Major changes in the budget are as follows:

- Lallie Kemp Regional Medical Center (LAKMC) was provided with twelve months of funding in the FY2022 budget. State General Fund changed from \$24,766,943 to \$24,983,780 for FY2022. State General Fund increase consist of \$216,010 Risk Management Increase, and decrease (\$1,637) for civil service and increase \$ 2,464 Office of State Procurement. FY 2022 has market rate adjustment for salaries of \$885,692 and Risk Management \$256,764 in IAT, Self- Generated, Federal, and a reduction of (\$4,357,746) which was the Supplemental Bill of the 2021 Regular Session (House Bill No. 516) that was the current costs associated with the operation of Lallie Kemp Regional Medical Center. The total budget for FY2022 is \$64,839,077
- HCSD's central office operations were moved off budget and therefore does not have a budget appropriation.
- As a result of the public-private partnership, several legacy costs remain with HCSD. Retiree's group insurance and risk management make up the majority of these costs for FY2022. Other legacy costs include, but are not limited to, record storage, personnel cost, and legal fees. \$20,510,471 was added to the FY2022 budget to cover these costs.

Additionally:

- During 2013 and 2014, HCSD transitioned six of its seven hospitals to public-private partnerships. The partnerships are designed to support the HCSD mission by providing new resources for patient care and teaching. It is HCSD's priority to provide supportive services to our partners to ensure that the mission is upheld. These services include IT systems and support, and accountable care services.
- It is a priority of HCSD to maintain existing programs, at current levels, and continued access to quality care at LAKMC.
- Lallie Kemp Regional Medical Center received total of \$5,329,669 Cares Act Provider Relief Funding-Direct from Federal Government in FY20 thru FY21.

If you have any questions, please let me know.

cc: Wayne Wilbright  
Rhonda Green  
Lanette Buie

**Appendix A**  
**Semi-Annual Revenues and Expenditures Executive Summary**

<b>Unrestricted Operations</b>		<b>Actual Amount for each semi-annual period in 2020-2021</b>		
	<b>Adjusted Operating Budget</b>	<b>1st &amp; 2nd Quarter</b>	<b>3rd &amp; 4th Quarter</b>	<b>Cumulative Total</b>
<b>Revenues</b>				
General Fund	24,766,943	12,383,471	12,383,472	24,766,943
Statutory Dedications	0	0	0	0
Interim Emergency Board	0	0	0	0
Interagency Transfers	17,700,261	9,955,025	7,745,236	17,700,261
Interagency Transfers - Federal Stimulus	0	0	0	0
Self Generated Revenues	20,377,244	12,511,692	7,379,644	19,891,335
Federal Funds	4,993,082	2,331,103	2,551,208	4,882,311
<b>Total Revenues</b>	<b>67,837,530</b>	<b>37,181,291</b>	<b>30,059,559</b>	<b>67,240,850</b>
<b>Expenditures by Object:</b>				
Salaries		10,856,748	9,064,323	19,921,071
Other Compensation		489,344	518,264	1,007,608
Related Benefits		4,899,311	5,152,714	10,052,025
Personal Services		<b>16,245,403</b>	<b>14,735,301</b>	<b>30,980,704</b>
Travel		0	50	50
Operating Services		1,718,950	3,516,459	5,235,409
Supplies		4,409,726	4,958,366	9,368,092
Operating Expenses		<b>6,128,676</b>	<b>8,474,875</b>	<b>14,603,551</b>
Professional Services		617,846	1,026,430	1,644,276
Other Charges		767,801	1,697,086	2,464,887
Debt Services		0	0	0
Interagency Transfers		8,588,084	8,727,657	17,315,741
Other Charges		<b>9,973,731</b>	<b>11,451,172</b>	<b>21,424,903</b>
General Acquisitions		0	0	0
Library Acquisitions		0	0	0
Major Repairs		0	0	0
Acquisitions and Major Repairs		<b>0</b>	<b>231,691</b>	<b>231,691</b>
<b>Total Expenditures</b>		<b>32,347,810</b>	<b>34,893,040</b>	<b>67,240,850</b>
<b>Expenditures by Function:</b>				
Instruction		0	0	0
Research		0	0	0
Public Service		0	0	0
Academic Support (Includes Library)		0	0	0
Academic Expenditures		<b>0</b>	<b>0</b>	<b>0</b>
Student Services		0	0	0
Institutional Support		0	0	0
Scholarships/Fellowships		0	0	0
Plant Operations/Maintenance		0	0	0
Hospital		32,347,810	34,893,040	67,240,850
Transfers out of agency		0	0	0
Athletics		0	0	0
Other		0	0	0
Non-Academic Expenditures		<b>32,347,810</b>	<b>34,893,040</b>	<b>67,240,850</b>
<b>Total Expenditures</b>		<b>32,347,810</b>	<b>34,893,040</b>	<b>67,240,850</b>

	<b>Beginning Acct/Fund Balance</b>	<b>1st &amp; 2nd Quarter Fund Balance</b>	<b>3rd &amp; 4th Quarter Fund Balance</b>
State Appropriations	0	0	0
Restricted Fees	0	0	0
Sales and Services of Educational Activities	0	0	0
Auxiliaries	0	0	0
Endowment Income	0	0	0
Grants and Contracts	0	0	0
Indirect Cost Recovered	0	0	0
Gifts	0	0	0
Federal Funds	0	0	0
Hospitals	0	0	0
All Other Sources	66,513,436	64,948,033	67,936,700
<b>TOTAL</b>	<b>66,513,436</b>	<b>64,948,033</b>	<b>67,936,700</b>

**Overview and Analysis of Campus Operations**

# Semi -Annual Overview of Restricted Operations

Campus: *LSU Health Care Services Division*

Show Expenditures As Positive	Actual Amount for each Semi-Annual Period in FY 2020-2021						
	Acct/Fund Balance	1st & 2nd Quarter			3rd & 4th Quarter		
		Revenues	Expenses, Transfers, & ICR	Fund Balance	Revenues	Expenses, Transfers, & ICR	Fund Balance
<b>Revenues</b>							
Restricted State Appropriations		0		0	0		0
Restricted Fees		0		0	0		0
Sales & Svcs of Educ. Activ's		0		0	0		0
Auxiliaries (List)							0
1		0		0	0		0
2		0		0	0		0
3		0		0	0		0
4		0		0	0		0
5		0		0	0		0
6		0		0	0		0
7		0		0	0		0
8		0		0	0		0
9		0		0	0		0
10		0		0	0		0
11		0		0	0		0
12		0		0	0		0
13		0		0	0		0
14		0		0	0		0
15		0		0	0		0
Endowment Income		0		0	0		0
Grants and Contracts							
Federal		0		0	0		0
State and Local		0		0	0		0
Private		0		0	0		0
Indirect Cost Recovered		0		0	0		0
Gifts		0		0	0		0
Federal Funds		0		0	0		0
Hospitals							
Hospital - Commercial/Self-Pay		0		0	0		0
Physician Practice Plans		0		0	0		0
Medicare		0		0	0		0
Medicaid		0		0	0		0
Uncompensated Care Costs		0		0	0		0
Sponsored Grants and Contracts		0		0	0		0
Sales and Services Other		0		0	0		0
All Other Sources	66,513,436	71,176,526	72,741,929	64,948,033	83,613,131	80,624,464	67,936,700
<b>TOTAL</b>	<b>66,513,436</b>	<b>71,176,526</b>	<b>72,741,929</b>	<b>64,948,033</b>	<b>83,613,131</b>	<b>80,624,464</b>	<b>67,936,700</b>

## Report on Restricted Operations

\*\$5,329,669.36 in Revenue for COVID19 HRSA Care Act payments is not included in this restricted fund balance.  
 \*first payment of \$359,741.21, second payment of \$196,833.14, and third payment of \$ 3,973,095.01 has been spent.  
 \*fourth payment of \$800,000 has to be spent by 12/31/2021.  
 HCSD continues to evaluate and identify the proper use of these funds.



# LSU OFFICE OF INTERNAL AUDIT

## FISCAL YEAR 2021 ANNUAL REPORT

*AUGUST 31, 2021*

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APPENDIX B - FY 2021 REPORTS ISSUED BY CAMPUS

# OVERVIEW

## VISION

To be viewed as a valued business partner and a trusted advisor and recognized as a driving force behind a culture of governance, accountability, compliance, and execution that helps in the achievement of the University's objectives.

## MISSION

Internal Audit is committed to providing independent, objective, and timely service as well as responding to requests for consulting and other services, and to adding value to and improving the University's operations. Internal Audit helps the University accomplish its objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of risk management, control, and governance processes.

## STRATEGIC GOALS

- Focus on the University's highest risks
- Provide impactful reporting to stakeholders
- Maintain efficient and effective audit processes
- Maintain an adequately skilled and knowledgeable staff

## INDEPENDENCE STATEMENT

In accordance with Louisiana Revised Statute 17:3351.I, the Office of Internal Audit is maintained as an independent function that conforms to the Institute of Internal Auditors' *International Standards for the Professional Practice of Internal Auditing (Standards)*.

The *Standards* include certain elements to demonstrate that the internal audit activity is independent and internal auditors are objective in performing their work. Our Internal Audit Charter, which was adopted in June 2014 and revised in September 2019, establishes the organization and responsibilities of our office, and includes provisions to ensure independence and objectivity.

# RISKS

The scope of internal audit activities is primarily defined through an annual risk assessment process, the results of which are used to establish the audit plan.

## INTERNAL AUDIT'S RESPONSIBILITY REGARDING RISK

Internal Audit has responsibility for evaluating the effectiveness and efficiency of controls established by management for the purpose of managing risk. A risk is anything that could occur that would impact the achievement of an objective and is generally measured in terms of impact and likelihood.

## RISK ASSESSMENT PROCESS

The purpose of our annual risk assessment is to aid the development of a risk-based plan of activities for the upcoming fiscal year. In this process, Internal Audit evaluates risk exposures relating to the University's governance, operations, and information systems regarding the following:

- Reliability and integrity of financial and operational information
- Effectiveness and efficiency of operations and programs
- Safeguarding of assets from unauthorized acquisition, use, or destruction
- Compliance with laws, regulations, policies, procedures, and contracts

Risks are identified, in part, by seeking input from executive management, operating management, and other sources including external audits, regulatory information, and industry trends.

In determining the level of risk, the following factors may be considered: inherent risk, existing internal controls, results of analytics, outcomes of previous audits, transaction volume (e.g., number or dollar amount), value-added potential, management interest, current events, emerging risks, and auditor discretion. We also rely on risks identified by management during the Enterprise Risk Management process.

To address the risk of fraud, on August 1, 2014, the University issued Permanent Memorandum (PM) 76 - Detection, Reporting, and Investigation of Incidents of Financial Irregularity. In addition, the LSU Ethics and Integrity Hotline, which is hosted by EthicsPoint, provides a secure and confidential means to report suspected fraudulent or unethical behavior.

# RISKS

## ANNUAL AUDIT PLAN

Based on our risk assessment, an annual audit plan is developed and presented to the Board of Supervisors' Audit Committee for approval. Risks are classified on the audit plan by major functional category with effort budgeted in each area. Below is a summary of FY 2021 planned and actual effort by functional risk category. A detailed list of all audit activities by functional risk category is also included as *Appendix A* to this report.

<b>FUNCTIONAL RISK CATEGORY</b>	<b>2021 Planned % Effort*</b>	<b>2021 Actual % Effort*</b>
Academics/Enrollment Management	20%	33%
Facilities, Construction, Maintenance	4%	0%
Financial Management	16%	7%
Health Operations/Patient Care	12%	0%
Human Resources Management	8%	7%
Information Technology	16%	13%
Procurement	8%	13%
Research and Development	16%	27%
	<b>100%</b>	<b>100%</b>

*\*Effort is not inclusive of investigative activities*

# REPORTING

## AUDIT REPORTS

Reports are issued at the end of each engagement to the President, Chancellors, and other responsible parties at each institution. Each report includes a response from management that indicates whether they concur with the findings and the corrective actions that they plan to implement to address the recommendations. The list of reports issued by campus for FY 2021 is included as *Appendix B*.

## OUTSTANDING ACTION PLANS

At the conclusion of each project, responsible management responds to each finding and recommendation with an action plan that they will implement to address the issue. Internal Audit follows-up with them at the appropriate time to determine if the corrective action was taken and if those actions adequately resolved the issue. A report on outstanding action plans is provided periodically to management and to the Audit Committee. The following chart shows the FY 2021 action plan activity for each campus:

Campus	Open as of July 1, 2020	Added During FY 2021	Cleared During FY 2021	Open Action Plans
Multi-Campus	2	0	0	2
LSU Ag Center	1	1	0	2
LSU A&M	42	21	6	57
LSU-Alexandria	7	2	0	9
LSU-Eunice	1	6	2	5
LSU-Shreveport	11	0	2	9
LSUHSC-New Orleans	21	4	11	14
LSUHSC-Shreveport	14	3	0	17
LSU HCSD	3	0	2	1
PBRC	2	0	0	2
	<b>104</b>	<b>37</b>	<b>23</b>	<b>118</b>

Of the 118 action plans, nearly a third (32%) are greater than 18 months past the implementation date or revised implementation date, with the oldest dating back to audits completed in Fiscal Year 2015.

It should be noted that 197 action plans resulting from Encryption and Social Engineering audits conducted in Fiscal Year 2018 are not included in the above chart, as they are dependent upon implementation of a policy addressing these issues at all institutions of the University; that policy was finalized August 4<sup>th</sup>.

# REPORTING

## INVESTIGATIONS

Internal Audit is responsible for conducting investigations when allegations of fraud, conflicts of interest, or significant non-compliance with regulations or policies are reported. Reports of alleged violations are received through the LSU Ethics, Integrity, and Misconduct Helpline; phone calls or emails; through direct reports made by employees, faculty, contractors, students, vendors; or through information discovered during regularly scheduled audits and engagements requested by management.

During FY 2021, Internal Audit allocated approximately 3500 hours to conducting or overseeing a total of 137 investigations, including four that were carried forward from FY 2020. Of the 133 new reports, 96 (72%) were received through the LSU Ethics, Integrity, and Misconduct Helpline. At June 30, 2021, 37 complaints remained open and were carried over into FY 2022 for continued investigation.

# AUDIT PROCESS

To ensure an effective and efficient audit process, Internal Audit has established a Quality Assurance and Improvement Program (QAIP) designed to provide ongoing measurement and analyses of performance metrics to ensure compliance with the *Standards*.

## EXTERNAL QUALITY ASSURANCE REVIEW

Internal Audit is required to have an external quality assurance review at least every five years. This review was completed in FY 2019 with Internal Audit receiving an overall rating of “generally conforms” to the *Standards*. This opinion is the highest possible rating and means that practices are in place to ensure independence, objectivity, and proficiency.

## PRODUCTIVITY PERFORMANCE MEASURES

- *Audit Plan Accomplishment*

Each year, an audit plan is developed based on results of an annual risk assessment. Risks are continually monitored, and the audit plan is revised to address significant changes that may arise. We have established a target of 75% completion of our audit plan. This target allows flexibility for unplanned audit work that may be necessary. In FY 2021 we achieved 68% completion, partially due to inaccessibility of records during the COVID-19 stay-at-home order and to unexpected staffing shortages within the department. All audits not completed are in progress and will be completed in FY 2022. The chart below illustrates the status of the 2021 Audit Plan at June 30, 2021:

<b>2021 Audit Plan Status</b>	<b>#</b>	<b>%</b>
Audits on plan (as revised)	21	100%
Audits substantially complete at 6/30/2021	14	67%
Audits currently in progress and carried forward to FY 2022	7	33%

- *Direct/Indirect Effort*

Audit staff allocate their time between direct hours and indirect hours. Direct hours include time spent working on audits, consultations, special projects, and investigations. Indirect hours include paid leave, meetings, training, and administrative tasks. The internally established goal for our staff was 75% direct audit hours in FY 2021, and we achieved 71% primarily due to multiple employees requiring COVID sick leave, recruiting efforts necessary to fill open positions, and onboarding efforts for three new employees.



# STAFF

## INTERNAL AUDIT STAFFING

The following position breakdown has been in place since FY 2015:

- Audit and Risk Management 12
- Investigative Services 2
- Information Systems Audit 1
- Administrative Support 1

## DEGREES

Percent of audit staff with Bachelor's Degree	100%
Percent of audit staff with Advanced Degree	33%
Percent of audit staff with Professional Certifications	75%

## CERTIFICATIONS (SOME STAFF HOLD MULTIPLE CERTIFICATIONS)

All staff that are not certified are currently pursuing appropriate certifications.

Certified Public Accountant	2
Certified Internal Auditor	6
Certified Fraud Examiner	3
Certified Compliance and Ethics Professional	1
Certified EnCase Examiner	1
Certified Government Auditing Professional	1
ITIL® Foundation	1

## TRAINING AND PROFESSIONAL DEVELOPMENT

Our professional audit staff completed over 500 hours of continuing professional development in FY 2021. This included training provided by the Association of College and University Auditors (ACUA), the local and national chapters of the Institute of Internal Auditors (IIA), the LSU Department of Accounting and others. Training ensures that staff are current on auditing best practices and helps develop subject matter expertise that is valuable to the organization.

# APPENDIX A

## FY 2021 Audit Activity by Functional Risk Category

### ACADEMICS/ENROLLMENT MANAGEMENT

1908 – LSU A&M University Lab School Operations  
2005 – LSU A&M Enrollment Management  
2010 – LSUE Academic Integrity  
2015 – HSCS School of Medicine Admissions  
2111 – HSCNO School of Medicine Admissions

### FACILITIES, CONSTRUCTION, MAINTENANCE

2001 – Multi-Campus Public Private Partnerships

### FINANCIAL MANAGEMENT

2100 – Multi-Campus Financial Management  
2101 – Multi-Campus Student Fee Administration  
2108 – LSU A&M Employee Health Plan Administration

### HEALTH OPERATIONS/PATIENT CARE

2109 – PBRC Bariatric/Metabolic Surgery Program

### HUMAN RESOURCES MANAGEMENT

2017 – HSCNO Employee Benefits

### INFORMATION TECHNOLOGY

2011 – LSUA Security Awareness and Training  
2105 – Multi-Campus Patch Management  
2106 – Multi-Campus Cloud Computing  
2107 – Multi-Campus User Access Controls

### PROCUREMENT

2102 – Multi-Campus Inventory Management  
2104 – Multi-Campus Contract Performance

### RESEARCH AND DEVELOPMENT

2007 – LSU A&M Research Expenditures  
2008 – Ag Center Marijuana Operations  
2112 – HSCNO Clinical Trials  
2113 – HSCS Clinical Trials

# APPENDIX A

## OTHER AUDIT ACTIVITIES

- Information Technology (IT) support
- Follow-up on corrective action plans from prior audits
- Annual risk assessment and planning
- Enterprise risk management (ERM) program
- Quality Assessment and Improvement Program (QAIP)
- Investigations/special projects
- Management of LSU Ethics & Integrity Hotline
- Participation on campus committees
  - IT Governance Council
  - PCI Committee
  - Student Employment Committee
  - Benefits Oversight Committee
- Participation as officers in Louisiana Association of College and University Auditors

# APPENDIX B

## Audits Issued in FY 2021 by Campus

### LSU A & M

- 1908 – Lab Safety
- 2005 – Enrollment Management
- 2007 – Research Expenditures

### LSU AGRICULTURAL CENTER

- 2008 – Marijuana Operations

### LSU ALEXANDRIA

- 2011 – Security Awareness and Training

### LSU EUNICE

- 2010 – Academic Integrity

### LSU HEALTH SCIENCES CENTER – NEW ORLEANS

- 2017 – Human Resources-Benefits
- 2111 – School of Medicine Admissions
- 2112 – Clinical Trials\*

### LSU HEALTH SCIENCES CENTER – SHREVEPORT

- 2015 – School of Medicine Admissions
- 2113 – Clinical Trials

### MULTI-CAMPUS

- 2101 – Student Fee Administration
- 2102 – Inventory Management\*
- 2104 – Contract Performance

### 2021 AUDITS CARRIED FORWARD TO 2022:

- 2001 – Multi-Campus Public Private Partnerships
- 2100 – Multi-Campus Financial Management
- 2105 – Multi-Campus Patch Management
- 2106 – Cloud Computing
- 2107 – Multi-Campus User Access Controls
- 2108 – LSU A&M Employee Health Plan Administration
- 2109 – PBRC Bariatric/Metabolic Surgery Program

*\*Audits substantially complete as of report date*